

REPORTS
OF THE
INDIAN ELECTION PETITIONS
1927
BY
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PREFACE TO VOLUME III

Thirty seven election petitions have been reported in this volume. They shew that some Returning Officers still reject nomination papers on unnecessary grounds. While the finding of the Commissioners in the *Palamau* case should make it clear once and for all that substantial compliance with the requirements of the law is all that is necessary, it is nevertheless extraordinary that candidates or their election agents will, for the want of a little care and accuracy, run the risk of having the nomination paper rejected. It would also seem that all Returning Officers do not recognise that their primary duty is to facilitate and expedite the election, to make the path of the candidate the electors and the officers concerned in polling as easy as possible, and should not accept the opportunity of an immaterial deficiency in a nomination paper or declaration form to deny the electors the right to record their votes.

There appears to be a considerable increase in the number of detected and proved cases of personation. The evidence as discussed by the Commissioners has been fully reported, since it is obviously desirable that Election Courts should not differ as to the standard of evidence required in such cases.

From various constituencies have come complaints regarding inadequate polling arrangements. It is clear that in holding an election, where the educated elector is the exception, special precautions must be taken that their observance is not always easy to enforce and that polling under these circumstances must take longer than under those prevailing in the United Kingdom. To those who cheerfully advocate adult suffrage the perusal of the reports in *Magrec H.* and *Patna West* is commended. In the former the total electorate was nearly 60,000, there were 25 polling stations but where there was active rivalry between the various candidates it was shewn that it would be unsafe to count on more than 800 voters being able

to record their votes at each polling station. If there is reason to fear personation on a large scale and voters are challenged it would appear difficult under the system which gives each elector, after identification, a token to place in a box bearing the distinctive colour of a candidate to deal with more than 500 votes at each station.

There is reason to fear that these arrangements made for the convenience of the illiterate elector who cannot even be trusted to make his mark on a ballot paper without assistance have been abused, and that tokens or ballot papers are not deposited there and then in the ballot boxes but are sometimes kept by the voter to be sold later on. It is reported in *Rangoon West I* (at page 231) that one election agent 'wisely concluded that the best way of ensuring that purchased votes would be cast for his candidate was to put the tokens in the ballot box himself'. The posting of an officer in the polling booth to see that ballot papers are deposited and not returned necessarily detracts from the secrecy of the ballot. Yet the presence of such an officer is admittedly necessary. The deputation of an officer entirely unconnected with the particular locality appears to be the best remedy (*Shahabad*). But the number of persons whom the candidates will trust to act as presiding officers, polling clerks, and the like is limited.

The view taken in *Mainpuri* limiting the deputation for the Returning Officer to the Joint Magistrate, and excluding the alternative deputation of the Senior Deputy Collector, indicates the need for re-drafting the regulation, in order to place it beyond doubt that where the Returning Officer is unavoidably prevented from performing his duties the Joint Magistrate, if there is one, or the next Senior Deputy Magistrate, if there is not, can be deputed by the Returning Officer to perform any or all of his functions.

A marked difference of opinion is disclosed in the two reports of *Rangoon West I* and *II* (at pages 231 and 242 respectively).

The facts in both these cases were somewhat similar. The election agent of the respondent in case No. XXXI was held to

have paid money to certain electors for the purpose of personation, and the election was declared void. The petitioner was over 700 votes behind the unseated respondent and less than 600 votes ahead of the next candidate. He had not established that he was but for the delinquencies of the respondent, morally certain of election. His prayer that he should himself be declared duly elected was refused.

In case No. XXXII corrupt practices of bribery and treating were committed by the agents of the respondent with the latter's connivance. The evidence as regards treating was "overwhelming and unchallenged." The petitioner at the election secured 212 votes less than the respondent. His prayer for the seat was allowed.

The English practice, as stated in *Ahmednagar* (page 13) is clear. A defeated candidate will not be given the seat unless after striking out the invalid votes on both sides, he is proved to have polled the largest number of valid votes. The question, therefore, arises whether votes obtained by corrupt practices should be regarded as "invalid votes." It may be argued that votes obtained by bribery, treating, undue influence or personation, detected and proved, should be struck off. But even so the second candidate may not by the removal of tainted votes gain a definite majority of valid votes over his unseated opponent or even over another respondent. (*Farrukabad District* at page 147). Further should the laches of one candidate and a certain number of the electors deprive other honest electors of the opportunity of voting for a more worthy person to represent them without the assistance of those detected in wrong doing?

The Commissioners in *Ahmednagar* (page 44) record their view that while the English and Indian decided cases demand a fresh election when a returned candidate is unseated on account of corrupt practices "there would not be much practical harm if the votes obtained by the commission of corrupt practices were considered to be thrown away"—and make this suggestion for the legislature. It is submitted that the decision of the tribunal might well depend on the extent to which "the result

of the election has been materially affected ' by corrupt practices (Rule 44 (a)) In some cases the petitioner may have been deprived of his majority by the exercise of undue influence or by bribery Yet the actual number of cases proved may not be sufficient to reverse the verdict of the poll In other cases the number of voters illegally conveyed to the poll may be ascertainable as in the *Ahmednagar District* case (page 30)

There is also a difference of opinion as to whether additions can subsequently be made to the list of particulars filed under rule 33 (2)—(*Bareilly* page 75) On this point the decision of the Madras Commissioners in *Aistna No I* at page 152 is that fresh particulars cannot be introduced at a later stage those already in the list can be amended the introduction of what is substantially a new charge cannot be allowed The same view is held in *Rangoon West II* at page 242

There is a good deal of evidence in the reported cases regarding the election expenses of various candidates It does not, however appear that the time is ripe for the imposition of a limit by the Governor General under rule 20 Meanwhile in the absence of any such limit it is curious that candidates or agents should still omit to record *all* the lawful expenditure they have incurred There is some discussion as to whether the omission of illegal expenditure is allowable The answer would seem to be that while it should technically be recorded it is unlikely that any one would willingly place on record the damaging evidence of a corrupt practice The heinousness of illegitimate expenses if any lies in the fact of them and not in their non inclusion in the return '

(*Muzaffarnagar No II* at page 196) The absence of such record may however, raise the presumption of evidence of knowledge on the part of the election agent that the omitted payments were corrupt (*Balasore* page 59)

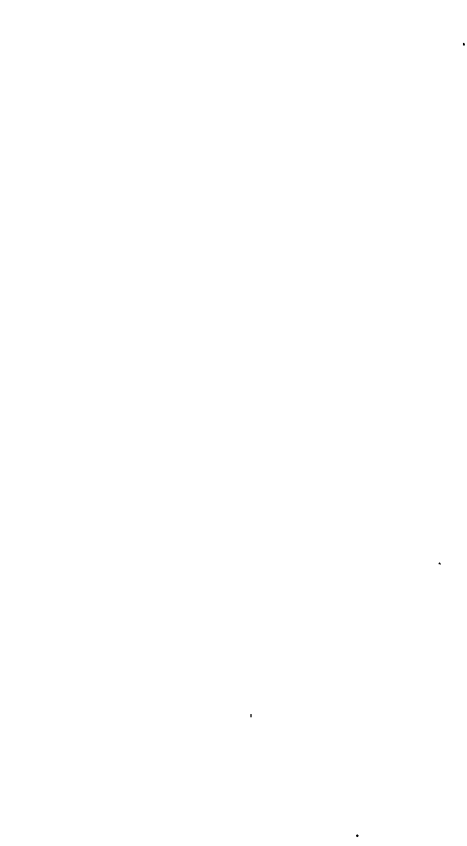
Lastly, it may be noted that there is not unanimity of practice in regard to applying the provisions of rule 17 (b) and recording the names of all persons proved to have been guilty of any

corrupt practice. It would seem desirable that there should be at the end of each report a definite finding as to the persons if any, found guilty of any corrupt practice. The name of such person should then at once be removed from the electoral roll.

As pointed out by the Commissioners in *Agra City No. II* (at page 21) a provision on the lines of Section 44 of the Parliamentary Elections Act, 1868 might well find a place in the election laws of British India.

L. L. L. H.

Shillong, Jan. 21st, 1929.



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this voter was dead at the time of election Jai Narain Singh, states that he was polling agent of Seth Achal Singh at this polling station and that he signed Ex 10 as identifying the person who voted as Pire Lal, and that he had no personal knowledge of this voter before. He says that he came to vote and gave his name and on his mere statement the witness identified him. The only steps he took to inquire into the matter were to ask the office clerks the name and parentage of the voter, that is, he asked what was entered on the roll.

The defence does not deny that Jagannath committed personation. It is contended that one Liaqat, son of Chutta Qasai, a supporter of B. Kishan Lal, took Jagannath to the polling station. This Liaqat has not been produced by the defence. This evidence does not appear to be true, because Jagannath voted for Seth Achal Singh and not for B. Kishan Lal, and he was identified by the polling agent of Seth Achal Singh.

The fact is undisputed that Jagannath committed personation and that he was identified by the polling agent of Seth Achal Singh. The defence put forward a case that Jagannath had brought his water rate receipts to the polling station and had shown them to the officer. The suggestion that Jagannath showed anyone at the polling station his water rate receipts appears to have been invented by the defence at a later date.

(c) Tika, son of Ratan Lal, Chamar of Haveli, Bahadur Khan, voter No. 2018, Chatta ward, polling station Parmath Lal Kothi.

The witnesses for both sides agree that this man died some years ago and was not alive at the time of election. Beni, son of Tika, gave evidence which was hostile to the petitioner and represented at first that his father was living at the time of election, but was away on business. When cross examined by the petitioner with the leave of the court, however, he admitted that his father died 2½ years ago. He said that a man of Seth Jaswant Rai, brother of Seth Achal Singh, told him that a son could vote for his father. He voted for Seth Achal Singh and he

represents that he did not know whether he was voting for himself or his father. He says he gave his father's name and his grandfather's name. When shown the signature slip he admitted that the name on it is his father's name and was written by him. The signature slip bears the letters TIK in Hindi and the identifying witness was H R Gupta. Beni has also said that Seth Achal Singh's man identified him at the polling station as Tika. Ram Singh stated that Hari Ram Gupta identified Beni. The Commissioners had some difficulty in securing the attendance of Hari Ram Gupta and he only appeared after a warrant had been issued. He admitted that he signed the signature slip for Tika and that he did not know the voter before identifying him. He said that when he did not know a voter personally he verified his name etc. from the clerk and saw that they tallied with the list meaning apparently the electoral roll. This of course was no confirmation of the fact that the man was giving a correct name. The defence points out that Beni himself is on the roll as No 566 Chatta ward (Beni son of Tika, Chamar, shoe maker of Belanganj). The roll is not marked in token of the fact that this person voted. Schedule V part I rule 3 of the election rules defines personation as the application by a person for a voting paper in the name of any other person whether living or dead. It is clear from this definition that it is immaterial whether the name of Beni was or was not on the register. He applied for a voting paper in the name of another person and therefore he committed personation. Reference was made to Hammond Indian Election Petitions volume II, pages 39 and 40 *Bareilly City* case where the Commissioners held that there was a mistake by a voter who voted for another voter of the same name and that he was not guilty of personation. But the present case is entirely different because Beni did not vote in his own name but in that of his father. Clearly therefore Beni committed personation. Hari Ram Gupta was the polling agent of Seth Achal Singh.

(c) Chidda Ram son of Jasram Chamar of Qazipara, voter No 506 Rikabganj ward

The vote for this person was first taken by means of a signature slip which bears a thumb mark and is signed by the polling agent of Seth Achal Singh in this ward namely Srilal, Khazanchi, who has died since the election. Subsequently Chidda Ram son of Jasram Chamar, of Qazipara came to vote and gave another signature slip which was signed by him and was also attested by Srilal Khazanchi. As a person had already voted for No 506 the vote was taken by means of a tendered vote. Both votes were for Seth Achal Singh but only one was counted. The defence is that Chidda Ram son of Jasram, was not the voter meant for No 506 but that there was another Chidda Ram son of Jasram who voted correctly for that number and consequently there was no personation. There are three defence witnesses who claim to have known this other Chidda Ram son of Jasram and one of them claims that the other Chidda Ram rented a house from him. Only D W, Debi Singh, says that this other Chidda Ram was a voter. The defence did not produce any Chidda Ram son of Jasram and the Commissioners do not believe that any such person existed. Moreover, if Chidda Ram was not the person intended by the electoral roll for No 506 the polling agent for Seth Achal Singh should not have identified him.

(f) Girwar son of Khairati Chamar of Tila Ajmeri Khan, voter No 439 Rikabganj ward

A vote was taken for this man with identifying witness deceased Srilal Khazanchi polling agent of Seth Achal Singh. Girwar and Sukha son of Girwar state that as Girwar has to go early to the Fort where he is employed at tent making Sukha voted for him. There is no evidence to confirm their statements. The defence have produced four witnesses, who say that Girwar was taken in a tonga to the polling station that morning, but this evidence does not appear reliable. The Commissioners are of opinion however that in the absence of corroboration the personation of Girwar by Sukha is not proved.

(g) Lala son of Ganga Ram Chamar voter No 412, of Rikabganj resident of Tila Ajmeri Khan

Lala Ram, is the full brother of the voter. He says that his brother Lala had gone out to a village on the day of election, and the men of Seth Achal Singh told him to vote for his brother in his brother's name, and he did so, signing a signature slip. Jai Narain Singh, polling agent of Seth Achal Singh, admits that he identified the person voting on this slip as Lala. Lala was not produced to corroborate the evidence of Lala, and there is no corroboration of his evidence. The same four witnesses for the defence as in case (d) state that Lala was taken to the polling station. In the absence of evidence to corroborate Lala the Commissioners consider that his alleged personation of Lala is not proved.

(f) Kedar Nath, son of Ram Chand, Vaish, Chittikhana, voter No 3026, Kotwali ward

It is alleged that this person was personated by one Kedar Nath, son of Ajudhia Parshad of Nimak Mandi. The register contains the following electors —

No 3026, Kedar Nath, son of Ram Chand, Vaish, Chittikhana, shopkeeper

No 241, Kedar Nath, son of Ajudhia Parshad, Vaish, Roshan muhalla, shopkeeper

No 102, Kedar Nath, son of Ajudhia Parshad, Vaish, Johri Bazar, shopkeeper

Three witnesses voted and their names are as follows —

Kedar Nath, son of Ram Chand

Kedar Nath, son of Ajudhia Parshad

Kedar Nath, son of Ajudhia Parshad

There were, therefore, the correct number of Kedar Naths who voted

The contention of the petitioner's vakil is that Kedar Nath's name was entered twice on the register as Nos 241 and 102. P W 18 does not claim to be entered twice on the register, and there is really nothing to show that the contention of the petitioner on this point is correct, especially as P W 18 stated that he sold his house in Roshan muhalla five or six years ago and now lives in a house which is rented by his brother, who is a

voter It would appear, therefore, that this witness is only entered in the register for his shop in Johri Bazar as No 102 The petitioner based his case on the evidence of Jagannath and Kanhaiya Lal, who say that there is only one Kedar Nath, son of Ajudhri, who lives in Roshan muhalla P W 3, Kedar Nath, claims to have lived in Roshan muhalla in 1922 and 1923

The Commissioners consider that no personation is proved in this case

Of the six cases of alleged personation the Commissioners are of opinion that the first three are fully proved The persons who identified the men who voted in these three cases were all election agents of Seth Achal Singh In the first case Jai Narain Singh, in the second case Hari Ram Gupta, and in the third case Srilal, Khazanchi, deceased, were the election agents who identified Sri Ram, a clerk from the Collector's office has filed letters from Seth Achal Singh nominating these three persons as election agents In volume I of Indian Election Petitions by Hammond, page 117 (the *Jaunpur* case), it was held that an election agent should only make identification in cases where he has personal knowledge This is in accordance with rule 21 of the regulations for election to the Legislative Council of the United Provinces which says that every signature or thumb-impression made by a voter shall be attested by any candidate or his representative who may be able to recognize the voter Moreover, the meaning of the word "attest" is that the person attesting should personally know the individual whom he attests Reference was made by the defence to Hammond, volume II (*Sheikhpura* case), pages 263 and 264, where it was held that an isolated case of personation may be due to the ignorance of a voter who may have attempted to have innocently voted by proxy, or may be due possibly to the machinations of a scheming rival candidate The present case, however, stands on quite a different footing as there are three cases of personation clearly proved and in each case the person identifying was the election agent of Seth Achal Singh Also the evidence in the *Sheikhpura* case was of much less value because the real voters alleged

that they did vote and the alleged impersonators denied that they voted. In the present case two of the electors concerned were dead at the time of election. The two election agents who have been examined admit that they identified persons of whom they had no knowledge. The vakil for the respondent contends that this is a common practice. If so it ought to be stopped. The vakil for defence claims that under election rule 11 (2) it is not necessary for the Commissioners to find the election void even though they find that the agent of the returned candidate has been guilty of a corrupt practice specified in part I of schedule V, but the vakil has made two mistakes in reading the rule. Firstly, the rule only applies where the agent is not the election agent and secondly, where the corrupt practice is not bribery or the procuring or abetment of personation. The case therefore comes under the first part of the rule sub head (b) and under that provision the election of the returned candidate shall be void if the Commissioners consider that any corrupt practice such as is specified in part I schedule V has been committed. By identifying these three persons the election agents of Seth Achal Singh enabled them to obtain voting papers in the name of other persons. The election agents admit that they did not know the applicants personally. By identifying the applicants the election agents falsely represented that they did not* know the applicants personally. The election agents therefore committed abetment of the personation and connived at it within the meaning of schedule V part I, rule 3 and committed a corrupt practice. The Commissioners are therefore unanimously of opinion that the election of Seth Achal Singh is void because his election agents committed these three instances of corrupt practice under schedule V part I. The other three instances are held not proved.

The Commissioners found that Appendix No 1 was printed on behalf of Seth Achal Singh and that it contained false statements about the character of Babu Kishan Lal. The pamphlet was a cartoon headed 'This man has a place for himself'.

* This portion of the report is reproduced *verbatim* from the report published in the U P Gazette of 26th January 1926. Presumably the word 'not' should be omitted.—Editor

neither in this world nor in the other " It is divided into three parts The first part represents B Kishan Lal, who is stated to be a "selfish candidate" asking for the votes of the trading class on the ground that he will try to improve trade A seth and dalal replies "O Lalaji go away by bearing post Will you do the same kind of service that you did in the corner in yarn ? Thanks for your improvement of trade " There is a certain amount of evidence that in 1924 certain firms in which B Kishan Lal was a partner made large purchases of yarn and the price of yarn rose in consequence In the second part of the cartoon B Kishan Lal is represented as asking for the votes of three poor persons who are so emaciated that they appear as mere skeletons These persons are shown as replying "O Lalaji, you made a contract with Government for *gha*, wheat and other things, and prices rose so much that we became skeletons from hunger You merely pretend that you are going to serve us because you want our votes " There is evidence that the firms in which B Kishan Lal is interested did take contracts for *gha* and rice from Government, but there is no evidence that any contract was taken in wheat There is some evidence for defence that the price of *gha* rose, but the Commissioners are not satisfied that it rose on account of the contracts entered into by these firms The Commissioners consider that the statement that the poor people of Agra were turned into skeletons by reason of B Kishan Lal's *gha* contract is a statement which is false to the knowledge of the person making it

In the third part B Kishan Lal is represented as appealing to a military officer to send him to the Council on the ground that he was an old contractor, and the military officer is represented as saying "Go away you are " The *wakil* for defence says that the blank should be filled in by the words "Go away, you are a dismissed contractor An attempt was made by the defence by issuing a commission to Major Scott in Naini Tal D A D S and T, Eastern Command, to show that the firms in which B Kishan Lal was interested were dismissed as contractors The witness says that two of the firms

had been contractors, but were not now on the list of the department. He was unable to state the reasons as the matter was strictly confidential.

It was argued by the defence that the statements were not about the personal character of B. Kishan Lal because they referred to the business of the firms of which he was a partner. The Commissioners were referred to Hammond, volume II, page 275, paragraph 10*, in which it was held that the statement that the petitioner voted with Government for the enhancement of the salt tax was not a statement in relation to the personal character and conduct of the petitioner. We agree with the interpretation placed on the words in this ruling, and we consider that schedule V, part I, rule 4, refers to the personal character or conduct of a candidate as opposed to his public conduct as a public man in political life. The statement in the ruling refers to the action of the petitioner as an elected member of Council, which is, of course, in a public character. Rogers on Elections, volume II, 19th edition page 560, quotes Darling, J., in *Cochermouth* (1901) 5 O'M and H 159, 'It is not an offence to say something which may be severe about another person, nor which may be unjustifiable, nor which may be derogatory, unless it amounts to a false statement of fact in relation to the personal character or conduct of such candidate, and I think the Act says that there is a great distinction to be drawn between a false statement of fact which affects the personal character or conduct of the candidate and a false statement of fact which deals with the political position or reputation or action of the candidate. If that were not kept in mind this statute would simply have prohibited at election times all sorts of criticism which was not strictly true even relating to the political behaviour and opinions of the candidate. That is why it carefully provides that the false statement, in order to be an illegal practice, must relate to the personal character and personal conduct. One can easily imagine this kind of thing. To say of

* *West Coast and Nilgiris*

a person that he was a fraudulent bankrupt would, † undoubtedly be within the statute

Rogers on page 558 states 'In *Bayley v. Edmunds* and others (1895) 11 Times L. R. 537, the defendants had distributed a leaflet amongst the electors stating that the firm of which the plaintiff was a member had locked out their miners for six weeks until the price of coal reached 22s or 23s at the pits, and that then the plaintiff's conscience would not allow him to starve the poor miners more. The Court of Appeal held that such statements were derogatory to the personal character of the plaintiff and came within the section and granted an injunction.'

The statements in the cartoon in the present case are rather similar, that the firm of which the candidate was a member caused starvation to poor men. These statements in regard to the trading transactions of private firms cannot be taken to refer to the public acts of a public man. We consider, therefore, that the statements in the cartoon do refer to the personal character and conduct of B. Kishan Lal, and we consider that the statements are false in the particulars which we have noted.

It has been held in the *Ballia* case (Hammond, volume I, page 27) that a candidate who does not take reasonable precautions to satisfy himself of the truth of the allegations made in a document is guilty of a corrupt practice as defined by schedule V part I paragraph 1 and is therefore, debarred from being elected.

The third part of this issue is 'Were the statements reasonably calculated to prejudice the election of B. Kishan Lal?'

We consider that these statements would have that effect upon the prospects of B. Kishan Lal and there is evidence to that effect. We consider therefore that the election of Seth Achal Singh is void under rule 11 (1) (f) of the election rules.

† The actual wording of this passage is as follows: 'The case of a person that he was a fraudulent bankrupt it would be necessary probably to give examples. But that sort of thing would undoubtedly be within the statute.'

on account of this corrupt practice, which comes under schedule V, part I

Another leaflet was a notice headed "Result of election up to 11 o'clock," at the bottom of the papers were words in English "rough guess," the rest of the pamphlet being in Hindi. This gives the total number of votes for Seth Achal Singh as 1,856 for B Prag Narain as 1,425 and for B Kishan Lal as 1,310. The figures for Seth Achal Singh are 100 more than he got at the close of the day, and there were 17 votes for Seth Achal Singh which were rejected by the Returning Officer as invalid. The representation that Seth Achal Singh had a majority of 500 votes over B Kishan Lal at 11 o'clock is absolutely erroneous. There is evidence on one side that this depressed the followers and voters of B Kishan Lal, and on the other side that it made the voters and followers of Seth Achal Singh slacken. Undue influence is defined in schedule V, part I, rule 2, as interference with the free exercise of any electoral right. In English cases this has been held to cover any fraudulent device or contrivance. In the *Stepney* case (1886) quoted by Rogers on Elections, 19th edition, volume II, page 520, a misleading card was sent to each voter and Denman J, held that "there must be proof that some elector or electors had been actually impeded or prevented before it can be held that the offence has been committed." Two witnesses do state that after seeing appendix II they refrained from voting and they would otherwise have voted for B Kishan Lal, but the Commissioners consider this evidence insufficient.

On the second part of the issue, whether Seth Achal Singh published or caused to be published this notice, there are 13 witnesses for the petitioner who deposed that it was published on behalf of Seth Achal Singh, and there is no evidence for the defence that it was being distributed on behalf of any other candidate. We find, therefore, that Seth Achal Singh caused it to be published, but, as we have found that it did not amount to undue influence, our finding on this issue is in favour of the defence.

a person that he was a fraudulent bankrupt would, † undoubtedly, be within the statute”

Rogers on page 558 states “In *Bayley v Edmunds* and others (1895), 11 Times L R 537, the defendants had distributed a leaflet amongst the electors stating that the firm of which the plaintiff was a member had locked out their miners for six weeks until the price of coal reached 22s or 23s at the pits, and that then the plaintiff's conscience would not allow him to starve the poor miners more. The Court of Appeal held that such statements were derogatory to the personal character of the plaintiff and came within the section, and granted an injunction”

The statements in the cartoon in the present case are rather similar, that the firm of which the candidate was a member caused starvation to poor men. These statements in regard to the trading transactions of private firms cannot be taken to refer to the public acts of a public man. We consider, therefore, that the statements in the cartoon do refer to the personal character and conduct of B Kishan Lal, and we consider that the statements are false in the particulars which we have noted.

It has been held in the *Ba'ha* case (Hammond, volume I, page 27) that a candidate who does not take reasonable precautions to satisfy himself of the truth of the allegations made in a document is guilty of a corrupt practice as defined by schedule V, part I, paragraph 1, and is therefore, debarred from being elected.

The third part of this issue is “Were the statements reasonably calculated to prejudice the election of B Kishan Lal?”

We consider that these statements would have that effect upon the prospects of B Kishan Lal and there is evidence to that effect. We consider, therefore that the election of Seth Achal Singh is void under rule 11 (1) (b) of the election rules.

† The actual wording of this passage is as follows. To say of a person that he was a fraudulent bankrupt it would be necessary, probably, to give examples but that sort of thing would undoubtedly, be within the statute.

on account of this corrupt practice, which comes under schedule V, part I

Another leaflet was a notice headed "Result of election up to 11 o'clock," at the bottom of the papers were words in English "rough guess," the rest of the pamphlet being in Hindi. This gives the total number of votes for Seth Achal Singh as 1,856, for B Prig Narain as 1,125 and for B Kishan Lal as 1,310. The figures for Seth Achal Singh are 100 more than he got at the close of the day, and there were 17 votes for Seth Achal Singh which were rejected by the Returning Officer as invalid. The representation that Seth Achal Singh had a majority of 500 votes over B Kishan Lal at 11 o'clock is absolutely erroneous. There is evidence on one side that this depressed the followers and voters of B Kishan Lal, and on the other side that it made the voters and followers of Seth Achal Singh slacken. Undue influence is defined in schedule V, part I, rule 2, as interference with the free exercise of any electoral right. In English cases this has been held to cover any fraudulent device or contrivance. In the *Stepney* case (1886) quoted by Rogers on Elections, 19th edition, volume II, page 520, a misleading card was sent to each voter and Denman, J, held that "there must be proof that some elector or electors had been actually impeded or prevented before it can be held that the offence has been committed." Two witnesses do state that after seeing appendix II they refrained from voting and they would otherwise have voted for B Kishan Lal, but the Commissioners consider this evidence insufficient.

On the second part of the issue, whether Seth Achal Singh published or caused to be published this notice there are 13 witnesses for the petitioner who deposed that it was published on behalf of Seth Achal Singh and there is no evidence for the defence that it was being distributed on behalf of any other candidate. We find, therefore that Seth Achal Singh caused it to be published, but as we have found that it did not amount to undue influence, our finding on this issue is in favour of the defence.

The third pamphlet issued by the president of the Swaraj party enjoined the voters to vote for Seth Achal Singh who was the candidate for the Swaraj party. It gave the names of the three candidates as —

No 1, Seth Achal Singh

No 2, Babu Kishan Lal

No 3, Babu Prag Naram

In the gazette of April the 25th, 1925, and in the voting papers the order of the candidates was given as —

No 1, Seth Achal Singh

No 2, Babu Prag Naram

No 3, Babu Kishan Lal

The pamphlet of the Swaraj party therefore reversed the order of the name of Babu Kishan Lal from the order in which they were given previously in the gazette.

It is represented by B. Jaspat Rai and by defence witnesses that after the election began they discovered the mistake which had been made and the Swaraj party caused a proclamation to be made by beat of drum stating that the wrong order had been given in their pamphlet. The mere fact that publication by beat of drum was considered necessary is an admission that the pamphlet contained a false statement and that the statement was calculated to affect the prospects of the two candidates concerned. It has been argued that illiterate people would not be misled because they could ask the presiding officer but the rule leaves it optional with them to ask him or not. One witness, Amarnath has stated that he had instructed some illiterate voters to vote according to Appendix III, and some five or six told him later that they had voted wrongly. Two more also state that people were misled. It was argued that literate people would not be misled, but there are many people who can read just a few words with difficulty, and this class of voter might easily have been misled. It was argued that as the president of the Swaraj party got the pamphlet printed, the candidate of that party would not be responsible. We consider that the candidate of a party is responsible

for the acts done by that party's agency B Jaspat Rai says that he got this appendix printed at the Mahabir Press and that Seth Achal Singh paid the expenses, a fact which Seth Achal Singh omitted to note in his return of expenses Schedule V, part I, rule 4, makes it a corrupt practice to publish a false statement in relation to the candidature of any candidate, which statement is reasonably calculated to prejudice the prospects of such candidate's election We consider that appendix III comes under this rule Although the intention may not have been to deceive, still we consider that reasonable precautions were not taken, and liability, therefore, attaches to Seth Achal Singh, as held in the *Balla* case reported in Hammond, volume I, page 27 (3) "

As regards the fourth pamphlet the Commissioners found that it did not bear on its face the true name and address of the printer and publisher Therefore a corrupt practice had been committed under schedule V, part II, rule 8 In view of the above findings the seat was declared vacant The petitioner was allowed costs against Seth Achal Singh of Rs 3 326 14 0 and as against Ram Sahai, who was substituted at a later date for the respondent—Rs 888 8 0

It was noted that the amount seemed large but the case extended over a long period

The report was signed by

E BENNET,

President

January 8th 1926

H J COLLISTER

HARI HAR LAL BHARGAVA,

Commissioners

APPENDIX A.

Votes for KISHAN LALL rejected by the Returning Officer, which the Commissioners consider valid votes

Voting paper number	Description
76/43	Has a mark / opposite Prag Narain and a mark X opposite Kishan Lal Rogers on Elections, volume II 19th edition, page 168, second and third figures shows that similar ballot papers in England have been held to be good votes for the candidate against whose name there is a X This has been followed in the <i>Punjab North</i> case, Hammond Indian Election Petitions, volume II, page 221, Exh C—3
17/13	.. Has a mark ~ ~ ~ ~ ~ s, that opposite the apparently obliterating crosses Rogers page 164 first figure, shows a ballot paper which was held to be a good vote for the candidate against whose name there was a cross, "The other mark, in the space appropriated to Master, not being a cross, did not destroy the vote "
17/14	Has two marks 45 which may be attempts to make a cross or may be the Hindi numbers 45 Both marks were in the space opposite Kishan Lal Rogers on page 158 bottom figure, 159 top figure, 162 top figure, 169 top figure, gives cases of marks which were not a cross which made a valid vote It was suggested that the voter might be identified by the Hindi numbers 45, but this suggestion appears farfetched
37/9	Has a cross opposite Kishan Lal, but a partial thumb mark also This was probably caused by the voter having had ink on his left thumb when his impression was taken on the signature slip It would be impossible to identify the voter by this, as an expert would have to compare the thumb impressions of all the voters for this purpose For these reasons it was held in the <i>Punjab North (M)</i> case, Hammond, volume II, 224, that eighteen such votes were valid

APPENDIX B.

Vote for ACHAL SINGH rejected by the Returning Officer, which the Commissioners consider a valid vote.

<i>Voting paper number.</i>	<i>Description.</i>
26/34	.. This has a X with the intersection in the space opposite Achal Singh, and part of the X extends into the space opposite Prag Narain. Rogers on Elections, volume II, 19th edition, page 155, top, refers to three cases where such ballot papers were held valid votes for the candidate opposite whose name the intersection of the X appeared, and lower figure on page 161 and lower figure on page 167 illustrate this

APPENDIX C

Votes for KISHAN LALL, which the Commissioners consider that the Returning Officer rightly rejected

<i>Voting paper number</i>	<i>Description</i>
76/33	The X was below the compartments of all three candidates This has been held to be a bad vote in Rogers on Elections 19th edition, volume II, lower figure on page 170
27/63 and 66/32	The cross is placed as above, but a small part of the X comes into the compartment of Kishan Lal, not the intersection Following the above ruling in Rogers the votes are invalid
30/35	A mark ✓ partly opposite Prag Narain and partly opposite Kishan Lal Invalid for uncertainty
63/69	Signature of voter in serafi, read as Madan Manuna A signature is invalid under the election regulations

APPENDIX D

Votes for ACHAL SINGH, which the Commissioners consider that the Returning Officer rightly rejected

<i>Voting paper number</i>	<i>Description</i>
29/12, 51/27, .. 27/62	Rejected for a name being written In the latter two cases the name of the candidate was written Rogers on Elections, volume II, 19th edition, page 169, gives a case where this was held to invalidate a ballot paper
56/100, 73/55, 88/12, 62/97, 64/78	The mark was above the name compartments of all the candidates Rogers page 170, gives a case where such marks were held to invalidate the ballot paper

APPENDIX E

Votes which the Commissioners consider the Returning Officer rightly held valid

*Voting paper
number*

Description

FOR ACHAL SINGH

1/n11

The presiding officer forgot to put the serial number and there is only the book number Book No 1 has 100 counterfoils It is not shown that that there were more than this number of outer foils marked book No 1 Regulation 22 does not require a serial number on the outer foil only on the counterfoils and all counterfoils in Book No 1 are duly numbered

FOR KISHAN LAL

30/11

There is a \ opposite Kishan Lal
Objection was taken to a faint/opposite Achal Singh
This mark was not made in pencil as the marks by voters are made but with a pen It appears to have been accidentally made by some one not the voter and cannot invalidate the vote

CASE No II.

AGRA CITY.

No II

(Date of election, November 29th 1926)

LALA BABU LAL *Petitioner.*

Versus

BABU PRAG NARAIN *Respondent.*

Charges of bribery and undue influence were brought by the petitioner, a voter, Lala Babu Lal. The Commissioners found that in the municipal board of Agra, during the months of August and November 1926, there was great activity displayed by Babu Prag Narain's party consisting of 8 members of the municipal board. The resolutions passed at the meetings held during those months "had the effect of ingratiating Babu Prag Narain with various electors and relations of electors." The specific instances proved were as follows —

(a) One Babu Gopi Lal, vakil, who had worked as polling agent of Babu Kishan Lal, the other candidate, at two previous elections also signed the nomination paper for Babu Kishan Lal filed on October the 20th. He had never before worked for the respondent Babu Prag Narain at any previous election—Council or municipal. On the day of the election, however, November the 26th, Babu Gopi Lal appeared as the polling agent of Babu Prag Narain and the latter says that Babu Gopi Lal worked as canvasser also on November the 25th. It was proved that at a special meeting of the municipal board on October the 29th, 1926, without any notice to the members of the board, a resolution was passed to the effect that pending a general re distribution of wards, the number of Lohamandi ward members be increased by one. Babu Gopi Lal had been a candidate several times in elections for Lohamandi ward but had always been defeated obtaining second place. "It is clear that Babu Prag Narain gained the point for Babu Gopi Lal." Apart from this bribery, it was held that undue influence was also proved against Babu Prag Narain in the case of Babu Gopi Lal under the following circumstances.—

"Babu Gopilal admits that on October 5, 1925, he wrote a letter to a Bench Magistrate in the following terms.—

"There is a case before you to-day in the Bench Kundan *versus* Kalimal. My voters are interested in the welfare of Kundan, complainant—Gopilal, vakil, 5/10"

A photograph of this letter is produced and Babu Gopilal is "not prepared to deny that this is a photograph of my original" (Ex 33) It is obvious that to write such a letter was professional misconduct on the part of the vakil, and a threat of disclosure would have a great influence on his conduct Although naturally there is no direct evidence on the subject it is alleged that the letter was used in this way to induce Babu Gopilal to change his allegiance to the side of Babu Prag Narain."

Kanhaiya Lal started a cinema theatre close to a large covered masonry latrine in Hinghimandi, Kotwali ward and, in October 1926 desired the removal of the latrine before he opened his theatre The medical officer of health reported against the removal on October the 22nd Three days later Babu Prag Narain gave notice of a resolution for the removal of a public latrine and Kanhaiya Lal started collecting signatures for a petition written in his own handwriting which he sent to the board on October the 26th At the meeting of October the 29th, it was resolved that the chairman should inspect and decide On November the 1th the chairman recorded an order that the latrine should be removed and that the applicant should build an up to-date standard latrine on a site to be selected by the vice-chairman, if necessary The latrine was removed but not at the expense of Kanhaiya Lal and no new latrine was built by him "It is obvious that Kanhaiya Lal has received a gratification in this matter on the resolution proposed by Babu Prag Narain."

The Commissioners considered that 'it is proved that Kanhaiya Lal, theatre owner, received an illegal gratification on the resolution proposed by Babu Prag Narain which amounts to bribery"

Another charge of bribery related to the case of a water rate superintendent of the municipality, Babu Jey Behari Lal, whom the chairman tried to remove for inefficiency in 1925 and earlier This man went on three months' leave and remained away for eighteen months without permission receiving an order of dismissal from the executive officer on May 14, 1925 Eventually he canvassed all the members of the board and ten of them

including five members of Babu Prag Narain's party and three members of Kishan Lal's party signed an application bringing the matter before the board. It appears that the board considered that the explanation of Jey Behari had not been taken, and eventually in the meeting of December 22, 1926, the board resolved "In view of his long service, and to put an end to the matter of Babu Jay Behari who resigns the service, his salary be paid Babu Kishan Lal dissenting"

Out of fourteen members present there were seven of the party of Babu Prag Narain, including himself. Shamlal, says that Jey Behari Lal canvassed for Babu Prag Narain, but there is no other evidence of this, and Jey Behari Lal has no vote, though he admits that his brother has a vote. There is no doubt that the payment of eighteen months' full salary, Rs 1,850 15 0, was contrary to the Civil Service Regulations, and the sanction of the Commissioner, which was necessary under the Act, was not asked. But the Commissioners are not satisfied that a case of bribery has been proved against Babu Prag Narain under this head.

Babu Ram Prashad Goel, vakil intended to stand as a candidate at this election, but stated that he withdrew because Babu Prag Narain told him that this was the last time that he would stand, and that in a triangular contest he would have no chance, meaning that Babu Kishan Lal would get in. He withdrew, became a worker for Babu Prag Narain, canvassed for him and acted as his polling agent. His brother Dr Kashinath Goel also worked for him and his father Babu Nath Mal issued literature for which he paid. The canvassing of the Goel family for Babu Prag Narain was very successful. On the day after election, the municipal board appointed Dr Kashinath Goel to the post of sanitary inspector on a salary of Rs 75 and bicycle allowance, the resolution stating that a permanent hand was required for laboratory and school inspection. 'The board therefore created a new post for which there was no provision in the budget. At that meeting out of eleven members six belonged to the party of Babu Prag Narain.' The Commissioners

considered that bribery was proved in this instance and that "the appointment of Dr Kashinath Goel was a gratification to induce his brother, B R P Goel not to stand at the election."

It was also held that the remission of interest in the case of Lala Lachmi Narain, who was a judgment debtor of the board for the price of land in Freeganj amounted to bribery. There is no doubt that the finance sub-committee were very generous with the money of the board on this occasion and there appears to have been no reason to excuse the interest which the court had decreed to the board. On August the 27th 1926, at the meeting of the board it was resolved to remit only half the interest. But at the subsequent meeting on October the 29th in which the party of Babu Prag Narain had the majority a resolution was passed that the applicant having been given assurance before the deposit of Rs 205 and having acted on that assurance the amount be remitted. The examination of the ballot paper showed that Lala Lakshmi Narain had voted for Babu Prag Narain.

At a meeting of the municipal board on October the 29th 1926 at the instance of Babu Prag Narain Lala Gulab Chand Lala Gopal Kishan and Lala Kanhaiya Lal (the owner of the theatre, referred to above) were co-opted members of the exhibition committee. Lala Gulab Chand and Lala Kanhaiya Lal acted as polling agents for Babu Prag Narain and Babu Gopal Kishan checked lists of voters for him. The value of being on an exhibition committee may not be great though it may even tually involve the control of expenditure, the Commissioners considered that in this case there was a gratification given by Babu Prag Narain to vote for him.

A payment of Rs 150 was made by Babu Prag Narain through, it was alleged, one Seth Tara Chand whom the defence did not produce to deny it, towards the repairs of a temple the repairs to which were a matter of local interest to the inhabitants of mohalla Bhairon. The nephew of Babu Prag Narain paid Rs 100 and Seth Tara Chand Rs 200, making Rs 450 out of the total amount collected of Rs 753. Babu Prag Narain

admits that he is a follower of the Arya Samaj who do not believe in temples. Also the fact that he denied the payment indicates that he has a guilty conscience. The rulings show that in the case of such gifts the criterion is the intention of the donor. In the present case the intention of the donor appears to have been to influence voters in mohalla Bhairon. The Commissioners therefore considered that in this case the charge of bribery was proved."

From October the 20th to November the 24th the municipal treasurer, Lal Bishambhar Nath, was the election agent of Babu Prag Narain until he was removed on the representation of the chairman. The Commissioners considered that the employment of the municipal treasurer as an election agent was "improper," though the Government order prohibiting such appointments was issued after he had been appointed.

Certain annexures were filed with the petition. It was represented that they were false statements of facts published by Babu Prag Narain or with his connivance which would come under schedule V, part I, rule 4. Extracts from the annexures which come under this rule are as follows —

"Ab ki bar mere mitr khub hoshyar raho aisa ko na vote do jo janat kuchhuni hai,

"Public ke dukh dard ki khiyal jinhe apni hi amad ko ja ke karen duni hai

'Bagula sa dil hoga hanson ki sabhi ke madya kahan kari santh jo budh ki bihuni hai

"Council ke member bhi tali do hansenge khub dekhiye janab yeh Agra ke namuna hai'

Hokar yeh Hindu hai Yamon ka sathi bana Nawab Chhatari ad ko dawat khulawega

"Milni Government se ise bund theke hue Council men prunch ni theke khulawega

"Ap mitr hun banawe pher ankhen dikawe yeh asten ki syap samai pai dus jawega' (Annexure M)

"Shahr Agra bich men ulan member hogi ek bhari hai

Ek taraf se Lalaji awaen dusri taraf se income jari hai"

Evidence was given by the brother of the candidate, Babu Kishan Lal, to show that these allegations against the personal character of Babu Kishan Lal were false. No attempts were made to rebut the evidence. The Commissioners considered the statements to be false and reasonably calculated to prejudice the prospects of the election of Babu Kishan Lal. It was held that Babu Prag Narain paid for the printing charges and was responsible for the publication of four of the annexures and was therefore guilty of the corrupt practice.

In a previous election petition from the same constituency in which judgment was delivered on the 8th January 1926 Babu Jai Narain Singh was found guilty of a corrupt practice viz., abetment of personation under schedule V, part I rule 3. His name therefore should have been removed from the roll of electors on the first occasion when it was revised after the finding of the commission that he was guilty of a corrupt practice as he was disqualified for five years from January the 8th 1926. This was not done. Babu Prag Narain was a party to that case and must be taken to have had notice of the finding published in the gazette. He admittedly engaged Jai Narain Singh as his polling agent and signed the slip appointing him as such. The Commissioners pointed out that under 31 and 32 Vict. C. 125 of Parliamentary Elections Act 1868 section 44 provides that if a candidate is proved to have personally engaged as a canvasser or agent, any person knowing that such person has within seven years previous to such engagement been found guilty of any corrupt practice by any competent legal tribunal or been reported guilty of any corrupt practice by a Committee of the House of Commons or by the report of the Judge upon an election petition the election of such candidate shall be void.

They pointed out that there is no similar provision in the electoral rules "though it might very well be added. They considered that the action of Babu Prag Narain in appointing Babu Jai Narain Singh was 'highly improper'.

The allegation was made in the petition that Babu Prag Narain got one of his workers, Hazari Lal to file a criminal

complaint against Shankar Lal, a polling agent of Babu Kishan Lal with intent to debar him from working and to overawe voters in the Rikabganj ward. The Commissioners found it proved that Babu Prag Narain did write a letter to Babu Puran Chand, a vakil, asking him to file this case, and further that on November the 8th 1926, Babu Prag Narain wrote as follows on an application by Hazari Lal for the grant of a lease of land in Freeganj at Rs 50/- yearly from the municipal board, Agra —

“ I think the applicant would be a good lessee. I recommend the application ”

Hazari Lal filed the criminal complaint of assault against Shankar Lal on November the 17th 1926, and eventually a warrant was issued though the case ended in a compromise on January the 8th 1927. It was argued for the defence that as the election took place on November the 26th Shankar Lal was not aware of the proceedings. The Commissioners found that Shankar Lal's evidence showed that ‘ he was aware of the proceedings and apparently evaded service of summons which no doubt, must have interfered with his election work ’. The Commissioners considered it proved that Babu Prag Narain did instigate the filing of this criminal case by Hazari Lal against Shankar Lal with intent to debar Shankar Lal from working as canvasser and polling agent and that this interference amounted to undue influence under rule 2, schedule V part I.

Finally, it was held that eight items of election expenses were not lodged in the prescribed manner. One of these related to a payment of Rs 15/ to Kishore Lal by Babu Lal, election agent for Babu Prag Narain. Kishore Lal stated that he received Rs 50/ from Babu Prag Narain and gave receipt for it. The explanation of the respondent was that he was willing to pay Rs 10/ to Kishore Lal in addition to the Rs 15/ already paid of which Rs 10/ was not in fact paid. On November 16th, Babu Lal, election agent for Babu Prag Narain, wrote to a mukhtar saying—

“ The affair of Babu Kishore Lal has been settled and I have got the sum with me, he may take it from me at any time.”

The Commissioners were unable to believe the evidence that Kishore Lal's affair had been settled. A payment which had not been entered in the election returns was clearly made.

Another omission was the payment made to Sarawasti Prashad, canvassing agent of the respondent. A letter from Babu Prag Narain was proved appointing him as canvassing agent on Rs 20/ p m, dated the 2nd October 1926. Only Rs 10/- was entered in the returns on this account. "The Commissioners considered that it is proved that in addition to the Rs 10/ entered, at least Rs 20/ more was paid to Sarawasti Prashad. The contention of Babu Prag Narain that he may not have worked well is beside the point."

Certain annexures were proved to have been printed for Babu Prag Narain at the Jain Sarawast and Mahabir presses. 'The returns do not show any payments made or sums still due to any of these printing presses.

The sums paid for hire of motors and tongas are not entered.

The books of the business firms owned by B Prag Narain (Ice factories, etc) show that there were three *hundis* drawn by Kunjmal on himself endorsed by B Prag Narain and it is admitted that these were accommodation *hundis* for the benefit of B Prag Narain who sold them to the firm of Nandram Chotelal a firm owned by the wealthy Surajbhan and Tarachand, polling agent of B Prag Narain. These *hundis* were dated October 19 and October 30 and December 9 1926. The total sum is Rs 3 000. This sum appears to have been a loan raised by B Prag Narain, but he did not show it in the return of election expenses.

The books of the firm of B Prag Narain show that considerable balances of the firm are retained in the possession of B Prag Narain. Outside the books of the firm which only deal with income and expenditure of the firm, there are no books at all of B Prag Narain according to his statement.

He earns a considerable income as a senior vakil and he has the income from his firm but he states that he maintains no account at all of his private expenditure. It is not compulsory for a candidate to keep accounts of his private expenditure but in the absence of such accounts it is not possible for him to prove what expenditure he actually did make for the return of election expenses made out by the election agent may of course have any number of omissions as in fact the present return is proved to have

We consider that the actual expenditure of B Prag Narain is much greater than is shown by his return

Our finding is that the return of election expenses was false in material particulars

The Commissioners unanimously recommend that the election of B Prag Narain is void under rule 41 (1) of the election rules. As no other party claims the seat the Commissioners report that the seat is vacant

Under rule 5 (3) the Commissioners report that B Prag Narain is guilty of corrupt practices and under rule 5 (4) of having a return of election expenses false in material particulars and under both sub rules B Prag Narain is ineligible for election for five years from the date of the finding in one case and the election in the other

Under rule 7 (2) the name of B Prag Narain should be struck off the roll of electors. It was argued that for such an order notice was necessary under rule 47 but we consider that the serving of a copy of the petition was sufficient compliance with that rule in the case of a candidate

We allow the petitioner as costs against B Prag Narain Rs 5813 10 0. The case has extended over one month so the amount is not excessive

E BLNNIT *President*

KASHI PRASAD *Commissioner*

GANGA NATH *Commissioner*

May 21 1927

CASE No III

AHMEDNAGAR DISTRICT (N M R)

RAO BAHADUR CHITALE AND OTHERS

Petitioners

Versus

Mr Firodea and four others

Respondents

Mr Firodea (respondent No 1) was elected for the general seat and Mr Nirhari (respondent No 3) for the seat reserved for Marhattas

The petition contained charges of treating of hiring or employing of conveyances for voters of the publication of false statements personation and undue influence It was also stated that the respondent's return of election expenses was false in material particulars

As regards corrupt practice the Commissioners found that the charges of treating and undue influence were not established It was proved that four persons came to a polling booth to vote at the request of a canvasser for the petitioner Two agents working for respondent No 1 dissuaded them from voting for the petitioner by various arguments The four voters then said that they would not vote for anybody at all and went back without voting In other words these electors when approaching the polling station were beset by canvassers of the different candidates The Commissioners held that this amounts to a little more than legitimate canvassing and does not enable us to hold undue influence (as defined in rule 2 of part I of schedule V) proved

The allegation that corrupt practices as defined in schedule V part II rules 4 and 5 were committed for the benefit of the first respondent was carefully examined and a large amount of evidence recorded It was admitted that respondent No 1 in Ahmednagar itself made use of eight private cars and five private tonies In the case of the private cars it was shown that payments were made contrary to rule 1 part II schedule V in respect of five of them Rs 76 was paid to the owner of four cars on account of remuneration for the drivers and for

oil and petrol the sums being mentioned in the return of election expenses filed by respondent No 1. It was held that a supporter of the respondent withdrew Rs 200 from the latter's banking account on the 12th November and used the money to pay for expenses in connection with motor cars belonging to one Hormaji.

There is also the evidence of one Shankar Ramchandra corroborated by a letter to the effect that respondent No 1's supporters were canvassing before the election in a feverish manner and publishing the fact that they were willing to pay tonga hire to bring voters to the poll. The evidence which we are now considering also establishes that voters were unwilling to vote unless conveyances were supplied to them. This is also the testimony of witness Haniram. As regards the actual use of conveyance on the day of the election it is to be observed that there is nothing to contradict the petitioner's own assertion that he warned all his own agents most particularly not to supply hired conveyances for the use of the electors. General evidence regarding the use of conveyances in Ahmednagar itself is given by the sub-inspector who swears that he saw 35 to 40 taxis and an equal number of tongas besides many private tongas and that most of them had posters affixed to them. The petitioner was so struck with the extent to which this abuse was carried that he called a photographer and had seven photographs taken. Evidence of a general character bearing on the point is also to be found in the deposition of Dhanraj Topiwala. This witness was the first respondent's worker. It is admitted that he was entrusted with the task of getting private cars for the purpose of the election. But from the evidence in this case we find that he was actively engaged in securing conveyances chiefly lorries and cars both for use in Ahmednagar and outside and in paying for them. Ex 30 is the deposition of a clerk in the shop of Jagajandas agent for the sale of petrol. His evidence supported by accounts shows that fifty drums each containing two gallons of petrol were supplied on the day of the election to Dhanraj Topiwala. We are

not satisfied with the explanation of Dhanraj on this point, namely, that this large amount of petrol was given to the drivers of two cars hypothecated to himself, *not for the benefit of the first respondent but for the benefit of other candidates*. We also think that this petrol was really supplied contrary to regulations late in the evening of the day before the election and not on the afternoon of the election day. We see no reason to disbelieve the evidence of Amarsingh, motor driver, that Dhanraj Topiwala was engaged on the evening before the election in collecting cars for service outside Ahmednagar, and that he was supplying them with petrol from the first respondent's house. The accounts of Jagajivandas' shop above mentioned also show that large quantities of petrol were purchased by the first respondent himself during the two months before the election. This is admitted by the respondent and mention is made of the fact in the election return. The respondent alleges that this large amount of petrol was taken for his own car. We have to observe before leaving this subject that respondent No. 1 has produced no accounts to assist the Commissioners in coming to a just conclusion as to the exact amount spent by him on account of conveyances during the election and in his electoral campaign.

We find it established that six lorries and cars were illicitly used by the first respondent in Ahmednagar itself, besides five made use of in the same manner in the district. The respondent admits that in Ahmednagar City 325 voters were carried by his agents to the polling stations in eight private cars. He estimates that 125 of his voters came on foot. We think that the lowest possible figure we can take as representing voters unlawfully taken to the poll in Ahmednagar is 250. The seating capacity of the five cars which the evidence establishes to have been used outside Ahmednagar comes to at least 61. We have no means of estimating the number of voters carried by each car but it would not be unreasonable to assume that five trips with a full load must have been made. There is no doubt that the cars instead of standing idle as one of the witnesses would wish us to believe, were actively engaged the whole day. This accounts

for another three hundred voters improperly conveyed to the poll

The evidence regarding tongas is contained in Exhibits 53 and 55 to 62. There may be some doubt regarding the evidence of Shivrām (Exhibit 59). He denies that he was engaged on election work and the case as regards his tonga rests more on suspicion than anything else. The last three witnesses have evidently been tutored. Like Vishwanath tongawalla (Exhibit 57) they were engaged by the shop of Chunilal Mohanlal which appears to have been working in respondent No. 1's interest. They say that they were engaged on the previous evening but when they arrived at 6 a.m. on the morning of the election they were told that their services were not required. We think that this evidence is tutored and that those tongas must have been engaged for the purposes of the election. We hold that in all five tongas have been proved to have been used for that purpose in Ahmednagar itself. Exhibits 53, 55 and 56 are sufficient in our opinion to show that four other tongas were employed in other parts of the district. One of the Ahmednagar tongawallas says that he made six trips during the day—thus accounting for the carriage of twenty four voters.

It would not be an unreasonable estimate to hold that at least eighty voters in Ahmednagar were carried in hired tongas on behalf of the first respondent and as regards the four outside tongas a fair estimate would give half the number for each tonga, namely forty in all. The total number of voters carried according to this estimate by the conveyances proved to have been illegally employed for the purpose comes to 670. We cannot say that all of these voters would have stayed at home but for the conveyances supplied to them nor can we assume that each one of them gave both his votes to respondent No. 1 although that is very probable. We must however observe that a great number of voters were taken to the polling stations in the Talukas in ox-carts. We have no hesitation on considering the whole of the evidence and making every allowance possible in favour of the

first respondent that a great part at any rate of his majority is to be accounted for by the advantages he derived from this illicit practice over an opponent who studiously refrained from resorting to it

Rule 4 of part II of schedule V relates to any payment [or promise of payment to any person whomsoever on account of the conveyance of any elector to or from any place for the purpose of recording his vote. This would cover, in the case of the use of private cars for the purpose of the election any payment on account of remuneration of the driver or the cost of petrol or oil. It is reasonable to limit the rule to payments made on behalf of the candidate himself and not to extend it to payments made by the owner of the car in the ordinary course for petrol to be consumed in his car. We interpret the rule in that sense. Rule 5 makes it a corrupt practice to hire, employ, borrow or use for the purposes of the election any vehicle usually kept for the conveyance of passengers by hire. These are corrupt practices, and it is the duty of the Commission under rule 47 to come to a finding whether or not such corrupt practices have been committed, and to name persons guilty of such corrupt practices. Moreover, under rule 44 (1) (a) the election of the returned candidate must be held void if it has been procured or induced by a corrupt practice of the sort, or if the result of the election has been materially affected by such a corrupt practice. It appears to us that the first part of the clause is more applicable to other corrupt practices mentioned in part II of the schedule, and that the question we have to answer is whether the result of the election has been materially affected by corrupt practices coming under the rules 4 and 5 above mentioned. For the respondent it has been strongly contended mainly on the *Calcutta North* case (Hammond's Indian Election Petitions, Volume II, page 83) that the petitioner has to prove instances of hiring, etc., which will be sufficient in the aggregate to wipe out the first respondent's majority. This is not in our opinion a correct interpretation of the rule. The cases do not support the proposition that the vote of an elector, who has been brought in a hired conveyance is tainted or invalid.

In a case of this kind where the constituency consists of a whole district it is practically impossible for the petitioner to prove exactly how many voters were carried in hired conveyances. He is limited to the instances he gives in his particulars, and the exact extent to which the election has been affected by these corrupt practices is largely a matter of inference and surmise. It appears to us that the object of the rule was to penalize a candidate who resorts to hired conveyances, etc., on a large scale. The words in rule 44 (1) (2) "the result of the election" must have their ordinary meaning, namely, the names of the candidates in the order of the poll with the number of votes polled for each, and by "materially affected" we interpret the rule to mean that the majority of the returned candidate would have been materially reduced if he had not resorted to such corrupt practices. That appears to be the meaning of the phrase "the result of the election has been materially affected" so far as it is concerned with the use of hired conveyances, etc., in the present case. No useful object is served by asking what the meaning of that phrase would be in the case of certain of the irregularities mentioned in sub-clause (1) (c) of the rule, or what the meaning might be had the returned candidate been elected by a small majority. There appears to us to be no ambiguity in the wording of the rule so far as it concerns this case. Whether the result of the election has been materially affected or not will depend entirely on the scale upon which these corrupt practices have been employed and in order to determine this question of fact it will be necessary to consider the figures of the voting and the number of cases of illegal conveyance of voters which have been established. Before leaving this point it will be useful to quote the observations of Hammond at page 176 of "The Indian Candidate and Returning Officer." "It will be seen that the petitioner himself established as a fact that the result was (not might have been) materially affected. It may not be possible or indeed necessary for him to show that a certain irregularity actually gave the respondent his majority, he must however be able to prove that either the respondent gained or the petitioner lost a definite number

of votes. In the case of the *Bombay C ty 1924* (Hammond Volume II page 63) the Commissioners observed. It is impossible for us to avoid the conclusion that many more than 600 voters were carried by taxicabs in the interests of the first respondent * * * * We must however record that in our opinion it has been established that about 50 hired taxis were in fact used for promoting the election of the first respondent and that the result of the election has thereby been materially affected.

In the matter of the publication of false statement the charge was that the respondent issued by way of reply to a leaflet published on behalf of Rao Bahadur Chitale a statement purporting to be a summary of the latter's public acts and in reference to the raising of the local fund cess it said that the idea of raising the cess was entirely his and he had got the resolution raising it passed unanimously that it must hence be inferred that he also voted for the resolution that he had not voted against it and that in these circumstances it was misleading to say that the statement that he had raised the cess was absolutely false, that he had no occasion even to vote for the resolution etc etc.

Now admittedly Rao Bahadur Chitale was very keen on introducing compulsory primary education into the district and money had to be found for the purpose. He further admits that he was one of the persons who had originated the proposal to raise the local fund cess. He says he does not remember who the other persons were who had originated the proposal. He also does not remember whether it was he who had suggested to the standing committee the idea of raising the cess. The resolution to raise the cess was put by him before the general board in his capacity of president and it was unanimously adopted without any formal voting thereon. Upon these facts we are not prepared to hold that the statement when we read it as a whole and bear in mind that it was made in reply to the other statement was false. It was urged that the words in Marathi might have a sinister meaning that they mean Rao Bahadur Chitale had dominated the will of his colleagues on the board by undue influence and thereby obtained their assent to the resolution. The words however do

not necessarily mean this, they can also be construed to mean that he had by persuasion brought his colleagues round to his views. The only other statement in which is relied upon is that Rao Bahadur Chitale did not vote on the popular side when the question about (the release of) political prisoners was before the Council. This must be held to be an untrue statement for it is admitted that as a matter of fact Rao Bahadur Chitale had voted in favour of the resolution for the release of political prisoners. No attempt has been made to show that the false statement was made through a *bonâ fide* mistake. It must therefore be held that the statement was made without believing it to be true. The important question however is whether the statement was made in relation to the personal character or conduct of Rao Bahadur Chitale. In a similar case* reported in Hammond's Indian Election Petitions Volume II, at pages 272-277 the Commissioners observed. No sort of reflection or imputation is cast on the petitioner's character or conduct by the mere assertion that he had voted on a particular measure in a particular way. It is an assertion of a historical fact a mere setting forth of an account of a political act of the petitioner in his political career. What result that act may have had on the interests of his constituents whether it will for instance, be a sacrifice of their interest or not is not a question of fact, but of opinion and any statement to that effect is not a statement of fact, but a statement of opinion, and, therefore will not come within the mischief of the rule. In the present case also there was no sort of reflection or imputation on Rao Bahadur Chitale's conduct. What was said was no more than an untrue account of an isolated political act of Rao Bahadur Chitale in his political career. The innuendo that Rao Bahadur Chitale was a pro Government man or a *jo hul umwala* was a matter of opinion and not a statement of fact. The statement in question therefore does not in our opinion come within the mischief of rule 4, part I of schedule V of the election rules. We are also not prepared to hold that the statement in question was reasonably

* West Coast and N. G. R. S. p. 5

calculated to prejudice Rao Bahadur Chitale's election prospects. On the whole then the charge of publication of false statements fails. We should not however be understood to hold that we regard imputations on the public conduct of a candidate as necessarily excluded from the purview of the rule. On that vexed question we express no definite opinion except to say that if such imputations are not covered by the rule as it stands it would be desirable to amend it in view of present political conditions in this country.

Exhibits 1 A and 2 A do not bear on their face the name and the address of the printer and publisher thereof and consequently offend against rule 8 in part II of schedule V.

The Commissioners held that personation was proved in six cases. In three the persons whose names were entered on the electoral roll were dead and in three others the persons who voted from the Sangamner municipal area were proved to have been absent from Sangamner on the day of election. As to who personated these deceased and absent electors there was no evidence.

The next important point to consider is whether the personation in these cases was procured, abetted or connived at by respondent No. 1 or his agent. All the personated votes in the six cases are shown to have been cast for respondent No. 1. Shivnarayan Shahgram was the polling agent of respondent No. 1 for the Sangamner municipal area and on the evidence we are constrained to find that these personations must have been, if not directly procured, at least abetted or connived at by him. There are several considerations which have weighed with us in coming to this conclusion. The first and foremost of these is the demeanour of this witness in the box. The impression left on our minds was that he was not a truthful witness. He impressed us as being a shrewd and cunning Marwadi and his evidence was obviously given to save his own skin. He admits he had received from respondent No. 1 a list of the voters in the Sangamner municipal area. We cannot believe him when he says that he did not go through the list carefully and that he may

have read only about two or three hundred names out of the six or seven hundred in the whole list. When in the witness box we were struck with the quickness with which he found the name of any particular voter on the list. He is a resident of Sangamner and probably knew all the voters or if not all certainly all the Marwadi voters. We cannot believe him when he states that he did not go through the list carefully and even if he did it casually we are sure that the names of most of these dead and absent persons appearing on the list must have struck him. He knew at least five out of the six persons. One out of the five was his own partner (Hiralal Radhakisan). On the polling day he had no reason to divide his attention between the municipal and the taluka polling booths. Respondent No 1 had a separate polling agent for the taluka. We are satisfied on the evidence that he was at the polling station throughout the day. Some capital was sought to be made out of the fact that none of the polling agents of the other candidates took any objection in any of these cases. Curiously enough none of the agents of the other candidates or persons from Sangamner examined as witnesses were cross examined with a view to bring out the absence of Shivnarayan from the polling station which he deposed to. Apparently Akolkar and Parashrami were the principal polling agents who appear to have been there throughout. Mr Akolkar was originally appointed Rao Bahadur Chitale's polling agent for the Taluka, and it was at the eleventh hour when Mr Ganpule refused to work for him at the municipal polling station that he took upon himself the duty of looking after both the stations. He comes originally from Akola and has been practising only for the last five or six years at Sangamner. It is not likely that he could have known any of the Marwadis who had died about two three or four years back and we believe his statement that he was not aware that any personations were being resorted to. Mr Parashrami was perhaps in a position to take an objection as he at least personally knew two out of the dead voters but he probably did not care to look after the Marwadi voters because of an arrangement previously arrived at between the

Congress candidates and their workers and canvassers, that Nirhali or his workers were not to canvass for or mind the Marwadi voters, who were to be left entirely to Mr Firodia and his canvassers, who on their side were not to canvass among the Sahi, Kohli and other non Brahmin voters. The respondent No 1 and Shivanarayan deny any knowledge of such a pact but we feel no doubt after hearing the evidence of Mr Parashrami that it was made to their knowledge for he swears that the candidates were informed about it within a week of its being arrived at, and that it was strictly observed so far as Sangamner and Akola were concerned. Shivanarayan who came in obedience to the first summons on the 5th of April and went away before any *talid* could be given to him, and who explains that when he came on the 12th April he did so for the fun of it, because other persons in Sangamner told him they were going to Nagar to give evidence, and was the last witness examined for respondent No 1, tries to make out that owing to a rush of voters for some time the Hindu voters were sent to the Mahomedan polling place on the same verandah to vote. We feel no doubt that these are self-exculpatory statements made with the object of suggesting the possibility of the personations having taken place during this rush without his being aware of them. The witnesses for the petitioner were not cross examined on either of these points, and we notice that the presiding officer at the Sangamner municipal polling station, who should have known about this incident if it was a fact, was summoned by respondent No 1 and was present in Court in obedience to the summons but was not examined.

We therefore find that it is amply proved that these cases of personations were either procured, abetted or connived at by Shivanarayan the polling agent of respondent No 1 and that in consequence a corrupt practice coming within rule 4 of part I of schedule V was committed by this agent of Mr Firodia. We therefore hold that the election of the returned candidate is void, as in our opinion a corrupt practice has been committed which brings the case under rule 41 (1) (b).

The electoral roll requires to be carefully revised. It contains names of several deceased persons and does not give surnames. These defects open the door to personation on a large scale."

In dealing with respondent No. 1's return of election expenses, the Commissioners found that he had not produced the accounts kept by his election agent in pursuance of rule 21 of the electoral rules. Under part I of the return, under which the *personal expenditure* of the candidate must be shown, occurs an item of Rs. 76 stated to have been paid to Mr. Smith on 11th November 1926 "for petrol and oil" purchased from him. The amount was however not only for petrol and oil but also included rupees twelve paid for the services of four drivers on the election day. Further the amount has been falsely entered under the heading of personal expenditure in order to conceal the fact that Mr. Smith's motors were used for the conveyance of voters and the amount was paid to him on account of the conveyance of voters" within the meaning of rule 4 in part II of schedule V of the electoral rules. The same remark applies to the entry of rupees fifteen paid to Hormaji Nagarwal for petrol and oil on 13th November except that he was not paid anything for a driver. Again, under part C of the return, under which the *expenditure incurred on account of agents* has to be shown, there is an entry of eighteen rupees paid to M. S. Munot and Kundanmal Jawarmal on the 12th November for going to polling stations and back and their receipt for the payment is annexed. This amount was for the hire of the omnibus of witness Balpatki who states that the omnibus was engaged and paid for by Dhanraj Kisandis—the man employed by respondent No. 1 to obtain cars for him—and that it was used for carrying voters as well as Munot and the three Marwaris who accompanied him. We are satisfied that the omnibus was used for carrying voters. It follows that the statement in the return that the expense was incurred by the polling agents merely for going to polling stations and back was false. The receipt of Munot and Kundanmal can not also be genuine and appears to have been cooked up to make

it appear that respondent No. 1 had paid them the hire of the car to enable them to go to their polling stations, and if they carried voters without his knowledge he could not be held responsible. It was however not they but Dhanraj who had engaged and paid for the car. The same observations apply to the item of fifty rupees stated to have been paid to the election agent Bogawat on 5th December for his travelling expenses." For we are satisfied on the evidence that the 16-seater omnibus in which Bogawat went from Nagar was used for the conveyance of voters. Bogawat could give no satisfactory explanation as to why if he had paid for the omnibus he had not obtained a receipt from the owner and attached it to the return of expenses as a voucher as required by the rules. Respondent No. 1 had a current account with the Nagar Central Bank. On the 12th November he withdrew Rs. 200 from his account by means of a withdrawal form on the back of which he made an endorsement that the amount should be paid to Dhanraj Kisshandas Dhanrajs stating that he was making an engagement to fetch the money and he paid it over to respondent No. 1. We however find that he was employed by respondent No. 1 to engage conveyances for carrying voters that he bought fifty drums of petrol on 8th November that he paid Rs. 76 to Mr. Smith on 11th November on account of the conveyance of voters that he paid Rs. 18 to Balpatil on 12th November, that he paid Rs. 15 to Hurmasji on 10th November, and that he must very probably have paid Rs. 50 to Abdul Majid who admits that Dhanraj had sent for him to engage his car, though he says it was actually engaged and paid for by Bogawat. Upon the facts we feel no doubt whatever that the amount of Rs. 200 was paid by respondent No. 1 to Dhanraj to enable the latter to meet the expenses on account of the conveyance of voters, etc. This amount is not shown in the return of election expenses for obvious reasons, except that some payments made by Dhanraj out of it are shown. For all the reasons we hold that the return is false in material particulars. According to the rules a false return of expenses is by itself not sufficient to avoid an election. But we have to

report that respondent No 1 as well as his election agent Mr. Bogawat have incurred the disqualification referred to in rules 5 and 22, sub clause 4 "

Respondent No 1 filed a recriminatory petition alleging the commission by the petitioner, or his polling agents, canvassers or workers, of almost all the corrupt practices mentioned in schedule V, parts I and II The Commissioners reported—

" We mention this array of corrupt practices not because any evidence was lead to substantiate them but rather to illustrate the recklessness and utter absence of that care and caution which one expects from a person of respondent No 1's status, position and education "

" The gravamen of this charge is that Rao Bahadur Chitale took undue advantage of his position as chairman of the district famine fund committee by starting the advance of loans to agriculturists in June 1926, with a view to influence their votes in the coming election, at which he desired to stand as a candidate The operation of giving relief from the fund had ceased in about October 1921, and the suggestion is that the chairman, when he contemplated standing as a candidate for the Council election commenced from June 1926 to curry favour with agriculturist voters by advancing loans to them from the famine fund over which he had control On being required to do so the Rao Bahadur has produced the list of debtors to whom loans were given He has also produced as required his correspondence on this subject with the Collector and president of the Ahmednagar famine fund committee

On going through this correspondence we have no hesitation in finding that there was absolutely nothing underhand, irregular or unfair in the conduct of Rao Bahadur Chitale in the administration of this fund It is an admitted fact that the agriculturists in the Ahmednagar district as a class were in low water last year owing to unfavourable seasons, and it is quite clear from the correspondence that the Collector on being moved in that behalf by Rao Bahadur Chitale allowed him to advance

loans from the permanent famine fund to substantial agriculturists. A circular, dated the 18th June 1926, was issued by the Collector requiring thorough inquiries into the applications sent to them by Rao Bahadur Chitale to ascertain the solvency of the applicants and the soundness and sufficiency of the securities offered by them. No advance of any loan could be made by him unless a recommendation had been received after careful scrutiny as to the applicant's security and solvency. No doubt the Rao Bahadur could perhaps have done this on his own responsibility as this had been the mode of giving relief in previous years. In his letter to the Collector, dated the 10th May 1926, he writes, "of course I could do this on my own responsibility but I have been always acting under the advice of the Collector, who as head of the district is of course in touch with the distressing conditions prevailing in the district." We consider Mr Firodia's allegations in this respect most reprehensible inasmuch as he was himself a member of the managing committee of the fund and could easily have obtained any information he wanted from authentic sources. He was himself going to stand as a candidate along with the Rao Bahadur, and though he knew that these loans were being advanced from June or July 1926, he never complained to the Collector and the Returning Officer on the subject, he never approached the chairman to obtain information about these loans or about the administration of the fund. He admits he saw Mr Blade the Collector but never asked him whether the loans were made with his consent. He says he learnt about the end of September 1926 that these loans were having an adverse influence on voters as regards his candidature and yet never informed the Returning Officer. Perhaps he fancied that this undue influence on the agriculturist voters was being sufficiently counteracted by the statement in the leaflet LX 1 A in the original petition that this gentleman who posed as their friend was the *fons et origo* of the increase in their local fund and irrigation ceases.

It was argued that these loans were gratifications given to voters with the object of directly or indirectly inducing them to

vote for the petitioner. As a matter of fact the loans were not advanced by the chairman personally from his own purse—but he was simply performing the ordinary duties of the chairman of the famine fund committee. We think there is no merit whatsoever in this contention and it only emphasises the recklessness with which the recriminator makes the most serious allegations against the conduct of his opponent without a shred of evidence to base them on. We find there is no bribery and no undue influence in what he has alleged and that therefore the charge of this corrupt practice fails.

Respondent No. 1 and respondent No. 3 filed recriminatory petitions but the latter did not offer any evidence in support of his recrimination. This respondent also claimed the seat.

Having held the election of the returned candidate to be void and the recriminatory charges against the petitioner to have failed we proceed to consider whether petitioner No. 1 who has claimed the seat for himself is entitled to be declared duly elected. It might seem at first sight that where the returned candidate is unseated the candidate next on the poll must as a matter of course step into his place unless he also is found guilty of corrupt practices such as would invalidate his election. If however that were the guiding principle in this matter it would obviously lead to an absurdity where the petitioner claiming the seat is defeated by an overwhelming majority of votes and cannot therefore be said to represent the choice of the electorate. Accordingly it has long been settled in England that a defeated candidate cannot be declared to have been duly elected unless after striking out the invalid votes on both sides it is found that the claimant has polled the large number of valid votes actually given and that a corrupt practice committed by a candidate at an election though it may unseat the guilty candidate does not incapacitate him at that election in the sense that the votes given for him by voters with knowledge of it will be thrown away so as to seat the candidate next on the poll (See Rogers on Elections Vol. II pages 127–130, 19th

Edition) And this principle has been followed in India in several cases (see Hammond's Indian Election Petitions, Volume II pages 25, 41, 116 and 172) In the present case, respondent No 1 had polled 4,019 votes These votes with the exception of the twelve personated votes, cannot be treated as merely thrown away, and it seems only fair and reasonable that the voters who gave these votes should have an opportunity of making a fresh choice If respondent No 1 had been out of the contest, it is impossible to say with any certainty that the petitioner and not any of the other candidates would have secured the majority of these votes Indeed it is conceivable that in that case a great many of these votes might have been cast for the other Congress candidate Mr Nihab and not for petitioner No 1 For these reasons we have reluctantly come to the conclusion that there will have to be a fresh election

We have followed the English rule and the Indian decided cases, and as each fresh election may give occasion for a fresh election petition to His Excellency the Governor, the prospect of an interminable series of Commissions is not pleasant to contemplate There are cases in which if the disqualification of the returned candidate is a patent fact of which the electorate is in law supposed to have notice, the number of votes however large is taken to be thrown away, and in such cases the next best man is automatically considered duly elected We think there would not be much practical harm if the votes obtained by a candidate by the commission of corrupt practices were considered to be tainted votes and thrown away In the present case if Mr Navale the candidate for the reserved seat is considered to be duly elected and to represent the choice of the whole electorate, the election of Rao Bahadur Chitale who has actually scored a larger number of votes than Mr Navale could hardly be said to be unfair We are bound by the decisions noticed above, but make this suggestion for the Legislature

Respondent No 3's claim to the seat is in our opinion not tenable under the rules We think that such a claim could

only be made by an originating petition under rules 31 and 34, and there is nothing in rule 42 which entitles the respondent to claim the seat. Rule 42 does not lay down who may claim the seat, but who may recriminate. Two of us have gone into this question very fully in our report in the Sholapur enquiry, and it is unnecessary to repeat what we said there, more particularly because, even if respondent No 3's claim had been tenable, it could not have been allowed as the petitioner had secured a larger number of votes than he and the recriminations against him have failed, and it also could not have been allowed for the same reasons for which we have rejected the petitioner's claim to be held duly elected.

Under rule 45, the Commissioners report that the election of the first respondent is void under rule 44. We do not consider that either the first petitioner or respondent No 3 is entitled to be declared duly elected.

M B CHAUBAL,

President

E CLEMENTS

P J TALEYARKHAN,

Commissioners

CASE No IV.

ALMORA. (N M. R.)

PANDIT GANGA DATT PANDE . . . *Petitioner*
Versus

PANDIT BADRI DATT PANDE . . . *Respondent*

This election took place on November 26, 1926 The respondent, Pandit Badri Datt Pande, was returned by a large majority, polling 10 583 votes against 3,803 cast for his opponent, Rai Bahadur Pandit Lakshmi Datt Pande The petition was not presented by the unsuccessful candidate, but by his brother, Pandit Ganga Datt Pande, who was an elector in the constituency.

The first charge was that the respondent arranged processions, and that they actually took place, the object being to "waylay and engulf the voters while going to the polling stations. It is admitted by the respondent that processions took place, though he disclaims having organized any We are prepared to find on the evidence that they did take place and that the respondent or his agents took part in them But there is no evidence that any voter was "waylaid or engulfed," and processions or banners in themselves are not illegal There is no provision in the Indian electoral law corresponding with Section 16 of the Corrupt Practices Act of 1883 of England "

The second charge was that the respondent was represented as "Sikshat Badri Bishal " (Badri Bishal incarnate)—a term commonly applied to the god installed in the temple of Badri Nathji in the Tehri State "But from this it cannot be argued that thereby the writer intended to induce a candidate or voter to believe that he will become or will be rendered an object of divine displeasure or spiritual censure as required by sub clause (b) of clause 2 of part I, schedule V. The argument that the respondent was being deified in order to create an impression that in case the voters went against him they would incur his displeasure also does not appear to be correct, as in order to influence a person by a religious threat it is necessary to invoke some destructive deity, which the god installed in the temple of Badri Nath is not

The verses published in the "Shakti," dated November 9, 1926, that "those who through greed or compulsion will elect a slave *ji hu-ur* as their member will be drowned in the ocean of misfortune" mean no more than that innumerable misfortunes will befall those who would elect such a person as their member, and there is no threat of spiritual censure or divine displeasure therein.

The verses published in the issue of November 16, 1926 are more political than religious, and there is no such threat in them as is contemplated by the sub clause referred to. The practice of representing the public (*janta*) as a goddess is not uncommon and it cannot be argued that by reading the verses in question any literate person could be made to believe that any deity was in fact thereby intended. On behalf of the petitioner it has also not been argued much less proved that any of the readers of the verses in question were misled by them."

The next charge was that Pandit Har Gobind Pant, the chairman and Mr Victor Mohan Joshi who had been secretary to the district board of Almora, which district board controls labour and employs a large staff, issued leaflets and posters, and that they and some of their subordinates canvassed for votes for the returned candidate with the knowledge or connivance of respondent or his election agent and that this affected the election of Rai Bahadur Pandit Lakshmi Datt Pande. The Commissioners on this say —

"It is to be noted that there is no actual allegation that either the chairman or the secretary put pressure on the employees of the district board or took any action which would have been objectionable in a private person. The contention is that it is not right for the chairman or for the secretary of a district board to take an active part in a Council election at all. This contention has its support in some remarks contained in the report of the *Barilly City* petition page 28 volume II of Hammond's Reports at page 37. The facts found in that case were —

Pabu Jai Ram the chairman of the municipal board, was an enthusiastic supporter of the respondent

He canvassed for him spoke at election meetings for him and on the election day was present at the Town Hall polling station more or less continuously from 10 o'clock till 4 o'clock taking an active interest in the voting and sending messengers to fetch voters.

It was held that this conduct constituted an abuse of influence and was open to criticism as interfering indirectly with the free exercise of electoral rights. In the case before us it is admitted that Pandit Har Gobind Pant the chairman of the district board was an enthusiastic supporter of the respondent's candidature and that he delivered speeches issued leaflets and acted as a polling agent at one of the polling stations. So far the two cases might appear to be on all fours but in reality the facts of the Bareilly election were widely different from the case now before us. No evidence has been offered that either the chairman or the secretary used his official position to bring any pressure upon the employees of the district board. On the contrary the chairman issued a strict order forbidding the employees of the board to take any part in the election. This order is dated November 1 and it was a continuous action on the part of the chairman for the Government circular on the subject did not reach him until later. It was not only communicated to the staff in the ordinary way but was also published in a news paper. There is the evidence of Lala Moti Ram Sah who was at that time sub-divisionary inspector of schools in Almora but who is no longer under the control of the Almora district board, because he is deputy inspector of schools of Naini Tal. He proved that the instructions were actually communicated to the employees of the board. He identified the signatures of the clerks of the district board office on the circular. In the month of November when the election took place the witness inspected 24 schools and in all he found that the instructions had been received. Moreover, if the chairman had wished to bring pressure upon his subordinates he was hardly in a position to do so. In Bareilly also the chairman was supported by a majority of the members belonging to his own political party, and the whole force of the municipal board organization was directed to

supporting the Swarajist candidate But in the Almora district board it is in evidence that, out of 24 members, ten were supporters of the unsuccessful candidate, and only eleven were in favour of the respondent Out of the ten, one was the chairman of the education committee, and another was the chairman of the public works committee Both of these acted as polling agents on behalf of the unsuccessful candidate No doubt the chairman has certain powers which he can exert without the consent of the board, but the chairman has gone into the witness box, and has told us that he refrained from using these powers His method was to lay all matters before the sub committees concerned and then before the full board

The facts, therefore, are quite clear The allegations in the petition are admitted by the respondent, and the proof offered does not carry us beyond what had been admitted The question, therefore, is whether a chairman and a secretary of a district board are precluded from taking an active part in a council election and acting as polling agents for a candidate

When the question is put in this form there is little difficulty in answering it The chairman of a district board is a citizen, and every citizen is entitled to take part in an election, unless there is some law which prohibits him from doing so The chairman or the secretary of a district board can be elected as a member of the Council In the late election no less than twelve chairmen of district boards stood for election If he is himself a candidate, he can canvass freely on his own behalf, The *Bareilly* report to which we have referred is dated June 30 1924 The same Commissioners, on the same day made a report on the *Muttra* petition In *Muttra* the respondent, who had been elected, was himself chairman of the Muttra district board Yet the Commissioners reported in favour of his election In that case, moreover, the secretary of the district board had written articles in a newspaper in favour of the candidate returned This conduct was considered to be proper Mere participation in the election cannot amount to undue influence, for, according to the definition in the schedule, there must be "interference or attempt to

interfere with the free exercise of any electoral right" (Schedule V, part I, rule 2) Electoral rights are possessed only by candidates and by voters (rule 30 C) It is necessary, therefore, that the freedom of a voter should be interfered with The question will always be one of fact, whether the chairman acted in such a way that some voter ceased to be a free agent in giving his vote If the *Bareilly* report lays down that active participation in a Council election by a chairman is in itself undue influence, then that is a proposition of law which we cannot accept There must be particulars, or at least evidence, proving that he interfered with the freedom of voters But, as we have said, the facts in the *Bareilly* case are widely different from the facts of the case now before us"

Three other charges were made

"The first is that it was stated by the respondent in the '*Shakti*' newspaper, of which he is the editor, that one Jagannath Sah had not in fact signed a pamphlet issued by the unsuccessful candidate over the names of Jagannath Sah and others But what appeared in the '*Shakti*' was not a statement by the respondent, but a letter by Jagannath Sah himself We consider that the respondent was entitled to publish this letter, and that he is not responsible for the accuracy of statements contained in it

The second is Mr Greenwold's case In it the statement in the '*Shakti*' is that Mr Greenwold had said before Mr Niblett that he had signed '*dhokhe se*' In the petition this is called a false allegation that Mr Greenwold's signature was obtained by fraud But the expression "*dhokhe se*" does not necessarily connote fraud It is sufficiently wide to include inadvertence We find that this statement is substantially true The evidence is that Mr Greenwold was put down by the magistrate to be a polling officer Then an objection was raised that he had signed a leaflet on behalf of Pandit Lakshmi Datt Pande and the magistrate sent for him and told him that he could not be a polling officer Mr Greenwold then inquired whether there was any way by which he could withdraw his signature, and said

that if he had known that it would be a bar to his acting as a polling officer he would not have signed the leaflet

With regard both to Jagannath Sah's letter and the statement relating to Mr Greenwold, we are further of opinion that the statements did not relate to the personal character or conduct of the candidate To establish a corrupt practice under the fourth definition of schedule V, part I the petitioner had to prove both that the respondent knew that he was making false statements and that the statements related to the personal character of the candidate He has failed to do either of these things

The third case is that of Bhawani Dass He published a leaflet in which he stated that Pandit Lakshmi Datt had committed forgery The statement apparently related to the cases of Mr Greenwold and Jagannath Sah Assuming that this statement did relate to the personal character of the candidate, there is no evidence at all to connect the publication of this leaflet with the respondent One of the petitioner's own witnesses has stated that this Bhawani Das has been making libellous statements about Pandit Lakshmi Datt Pande for two or three years, that is long before the election began and this particular leaflet bears date November 21 only two days before the polling took place and at a date when the respondent himself had already left Almora There is no evidence that the respondent knew of this leaflet and had any opportunity of repudiating it This issue is therefore decided against the petitioner

The result is that we find that the election is not liable to be declared void and that the respondent was duly elected We recommend that the petition of Pandit Gangai Datt Pande be dismissed, and that he be directed to pay the costs of the respondent which we assess at Rs 100/3 12 6

F D SIMPSON

President

S N DUBL

Commissioner.

GOVIND SARUP MATHUR,

Commissioner

June 15, 1927

BALASORE (SOUTH) N M R

SITAKANTA MAHAPATRA

*Petitioner,**versus*

HAREKRISHNA MAHATAP

Respondent

This was a petition to set aside the election of the respondent Babu Harekrishana Mahatap to the Bihar and Orissa Legislative Council for the South Balasore Non Muhammadan Rural constituency which was held on the 30th November 1926

The original petitioner Chaudhuri Bhagbat Prashad Samantirai Mahapatra was an unsuccessful candidate for election from the same constituency. A third candidate Babu Mukunda Prasad Das son in law of the original petitioner withdrew his candidature before the election. In the election the respondent secured 3 007 votes as against 567 votes obtained by the original petitioner.

The petition in question was filed on the 22nd of January last. Subsequently the petitioner applied to the Election Commissioners for permission to withdraw his petition on the ground of illness. Notice of this application was duly published in the *Bihar and Orissa Gazette*. After hearing the parties the petition was allowed to be withdrawn. Subsequently an application was filed under the Bihar and Orissa electoral rule 39 (5) (c) by the present petitioner Babu Sitakanta Mahapatra who was son of the original petitioner for the substitution of his name as petitioner in the place of his father on the ground that he was an elector of the South Balasore Non Muhammadan Rural constituency. This application was not opposed by the respondent. Eventually after various adjournments due to causes beyond control the prayer for substitution was granted and the case proceeded.

Apart from the objection to the nomination paper on the ground that the respondent Harekrishna Mahatap was registered in two separate constituencies and filed two separate nomination papers charges were preferred of undue influence by members of the district and local boards of intimidation by a polling

agent of the respondent, of the publication of false statements, etc. On these points the Commissioners found the evidence to be unconvincing. In dealing with the charge of conveyance of voters in hired taxis, the Commissioners found that some voters were carried to the poll on behalf of the respondent in hired conveyances, but that the result of the election was not thereby materially affected. They held that there was nothing illegal in the hiring of taxis for the purpose of the conveyance of canvassers. "The illegality appears to consist in hiring taxis for the conveyance of voters to the poll."

As regards the validity of the nomination the Commissioners reported as follows —

"There is no dispute that the name of the respondent Harekrishna Mahatap is found recorded in the electoral roll of two separate general constituencies, namely, in the Orissa Division Non Muhammadan Urban constituency and in the South Balasore Non Muhammadan Rural constituency. There is also no dispute that two separate nomination papers were filed on behalf of the respondent for his election from the South Balasore Non-Muhammadan Rural constituency from which he has been returned, and that in one of these he is described as an elector of the Urban constituency and in the other as an elector of the Rural constituency. It is urged on behalf of the petitioner that both the nomination papers should have been rejected because the last proviso to rule 7 (1) of the Bihar and Orissa electoral rules lays down that no person shall be entitled to have his name registered on the electoral roll of more than one general constituency. It is therefore contended that there was no valid nomination paper on behalf of the respondent and as such his election is invalid in law.

In our opinion there is no force in this contention. If the Legislature intended such penal consequence to follow, it may fairly be expected that it would have manifested it in express words or at least by clear implication and beyond reasonable doubt. The rule of strict construction requires that an enactment shall be so construed that no cases shall be held to fall

within it which do not come within the reasonable meaning of its terms and within its spirit and scope. Where an enactment entails penal consequences no violence must be done to its language in order to bring people within it. On the contrary, care must be taken that no case is included therein which does not clearly come under its express terms. (Maxwell's Interpretation of Statutes 6th Edition page 465) It is nowhere laid down in the rules that a person registered in more than one general constituency will be ineligible to stand as a candidate. On the other hand the provision in Rule 10 of the Bihar and Orissa electoral rules is that no person shall vote at any general election in more than one general constituency and that if any person is found to have voted at an election in contravention of this provision his vote shall be void. This shows that in spite of the registration of a person on the electoral roll of two separate general constituencies he does not cease to be a voter or to be entitled to give one vote. The acceptance of a nomination paper cannot be said to be the same thing as the casting of a vote. We are unable to see how the respondent's nomination can be said to be invalid. Moreover regulation 24 of the Bihar and Orissa electoral regulations specifies the grounds on which a nomination paper may be rejected but these do not include the ground now urged by the petitioner. Thus the contention raised is not only not borne out by any express or manifest intention of the Legislature but is also contradicted by rule 10 of the regulation. We find this issue against the petitioner.

The main charge against the respondent was that of treating *in* the petitioners' case being that voters were fed at three different centres. Regarding this the Commissioners reported as follows —

The explanation to rule 11 (2) of the Bihar and Orissa electoral rules has defined the term 'treating' as meaning 'the incurring in whole or in part by any person of the expense of giving or providing any food drink entertainment or provision to any person with the object, directly or indirectly of inducing him to vote or refrain from voting or as a reward for having voted or

refrained from voting' Under the explanation to clause 1 of schedule V, which deals with corrupt practice of bribery, the term gratification is not restricted to pecuniary gratification and includes all forms of entertainment Any entertainment by providing food with the corrupt intention of influencing the voters is a corrupt practice falling within the definition of bribery It is a fundamental principle of law that an election should not be lightly set aside or a person held guilty of corrupt practice unless the evidence is so satisfactory as to leave no room for any reasonable doubt Mere suspicion should not be the basis of any judgment

Bearing these principles in mind let us apply ourselves to the facts of the present case The evidence as to entertainment in Jai Sahu's shop consists of the testimony of Jai Sahu himself and his brother and of two voters Markanda Sahu and Mukunda Patnaik This evidence shows that a number of voters were fed at Jai Sahu's shop on the 30th of November by Radhashyam Naik on behalf of the respondent Jai Sahu struck us as being an independent witness This oral testimony is corroborated by the entries in the confectioner's account book (Exhibit 8) which purports to contain the signature and initials of one Radhashyam Naik and bears the heading 'vote expenses of Harekrishna Mahatap (respondent) under the date 30th November 1926'

The oral evidence shows that voters were entertained The entry Exhibit 8 shows that 145 persons were fed According to Jai Sahu some workers for the respondent took tiffin at his shop, and he estimates that some 20 or 30 men were working for the respondent Eliminating this number we may fairly hold that more than 100 voters were supplied with food in Jai Sahu's shop on the day of election

This entertainment in order to fall within clause 1 of part I of schedule V has to be by a candidate or his agent or by any other person with the connivance of a candidate The law of agency in election cases goes much further than the ordinary law of principal and agent (*Wigan* case 4 *O'Malley* and *Harcastle*

at page 10) As held in the Indian case of *Kangra Cum Gurdaspur*, I I E P at page 170 the term agent has a wide meaning in election law and the relationship has often to be inferred from the facts and circumstances of the case This view was also taken in the *Hissar* case, I I E P 105 at page 103 Radhashyam Naik is shown in Part D of the respondent's return of election expenses as having received some amount on account of travelling expenses He admits that he was canvasser for the respondent and also that he canvassed for him at the Bhadrak polling station on the polling day His house is in the jurisdiction of Basudebpur polling station He came to Bhadrak on the 28th November as the respondent sent for him He arranged for the refreshment of the voters at a confectioner's shop which, according to respondent's witness No 2, adjoins the polling station The respondent admittedly was present at the polling booth at Bhadrak that day He must have noticed the part played by Radhashyam in providing the refreshment Radhashyam had an appointment of a spinning teacher under the district board on a small salary of Rs 20 per month, and could not have himself paid for the sweets Taking all the facts and circumstances we cannot but come to the conclusion that Radhashyam acted as an agent of the respondent in the matter

The next question for consideration is the intention with which this entertainment was provided It appears that some 100 voters were given entertainment on the polling day close to the polling booth Applying the maxim that a person must be considered to intend the natural and obvious consequences of his acts the conclusion is irresistible that all this was done for the purpose of influencing votes or in other words with the intention of producing an effect upon the election This view receives support from the fact that the expenditure involved is not included in the return of election expenses and the whole transaction is denied both in the written statement and in the evidence on behalf of the respondent We find that this is a case of corrupt treating by Radhashyam Naik as agent of the respondent

The remaining item is the feeding at Basudebpur Ban chandhi Mahanti, the respondent's agent, is charged with this

The petitioner's case is that a number of voters was fed on the 30th November at the dak bungalow at Basudebpur. Banchhandi Mahanti was admittedly the respondent's polling agent at Basudebpur, and he occupied the district board inspection bungalow (which is also the dak bungalow) on the 29th and 30th November. He himself is a member of the district board and chairman of the Bhadrak local board. He applied in this capacity on the 19th November 1926 to have both the bedrooms of the Basudebpur bungalow reserved for both the days (29th and 30th) and he remitted the sum of Rs 2 as rent. On that the chairman of the district board (namely, the respondent) passed an order on the 24th November that the district engineer might be asked to reserve the bungalow. The letter issued shows that only one room of the bungalow was reserved for the 29th and 30th. The visitors' book shows that Banchhandi Mahanti occupied the bungalow from 7 A.M. of the 29th till 3 P.M. of the 1st December, the last day's occupation being put down as 'on duty'. The sum of Rs 2 remitted by him as rent does not appear to have been included in the respondent's return of election expenses. The questions that naturally raise suspicion in one's mind are—why did he seek to reserve the whole bungalow and where was the necessity of such a long occupation? Again although Banchhandi is charged with the offence of feasting the electors as the respondent's agent, it is significant that he was neither summoned by the respondent nor produced by him to explain away any of these suspicious circumstances arising against him. This suspicion is deepened when it is remembered that the cost of reservation is not shown by the respondent in his return of expenses.

Then we have the positive testimony of six witnesses who swear to the feasting at Basudebpur dak bungalow. One of them Bipin Behari Ray an excise sub-inspector was the senior polling officer at the Basudebpur polling station and occupied a part of the dak bungalow. He deposes as follows—

“The feeding took place in Banchhandi Babu's room as well as in the maidan and out-houses. Banchhandi

Babu was feeding the people. I saw some 20 or 30 men being fed in the morning and over 200 men in the evening. The tables were brought in two carts on the 29th afternoon. These were kept inside the room occupied by Banchhandhi Babu.

It is true that this witness did not report this affair to the presiding officer but he explains that he did not know that the feasting was illegal. The only suggestion made against him is that the present petitioner is an opium vendor in the town of Bhadrak. We fail to see why a sub-inspector of excise would perjure himself in this case and we think we should accept his testimony and that of the other witnesses on this point, especially as they are corroborated by the probabilities and circumstances arising out of the reservation of the bungalow referred to above. In fact the evidence is practically one-sided.

The evidence on behalf of the respondent to disprove this allegation consists of the sole testimony of one Shyamanda Padhi who was a voter at Basudebpur and is a teacher at the Sanskrit pathshala in village Gram (which also is Banchhandhi Babu's village). He proposed Upendra and Lakshmi Narayan Padhi who together with the respondent were congress candidates for the last district board election. Thus he is not independent. On the other hand Uma Prashad Padhi, deposes that he saw some 400 or 500 persons being fed. Gopal Padhi, who is one of the persons named by the respondent in schedule D of his return as having received Rs. 4 as travelling expenses swears that 200 voters were fed. He names some of them. Another witness says he saw about 100 voters being fed. There can be no manner of doubt that feeding on an extensive scale was carried on here. As pointed out in Hammonds Indian Candidate and Returning Officer at page 131 a candidate may properly feed those persons who are assisting him in the conduct of his election but expenditure so incurred should be included in his declaration of expenses. In this case the return makes no mention of the feeding expenses. If an insufficient return be

transmitted, it is evidence of knowledge on the part of the election agent that the omitted payments were corrupt (Parker's Election Agent, 3rd Edition, page 458) The expenditure for the refreshment at Jai Sahu's shop and at Basudebpur Dak Bungalow was not a trifling amount and we cannot possibly suppose it was omitted by accident It is impossible to avoid the conclusion that these items were omitted purposely in order to conceal the fact of corrupt treating of the voters

We find that the respondent's agents Banchhandhi Mahanti at Basudebpur and Radhashyam Naik at Bhadrak arranged for the refreshment of voters and gave feast and entertainment to them with the corrupt intention of influencing the voters'

It was urged on behalf of the petitioners that the return of election expenses was false in several particulars including the omission of the cost of supplying refreshment and food In respect of the latter the report is as follows —

It is urged on behalf of the respondent that as it represents an illegal item of expenditure, namely, treating, it is not required to be shown in the return which according to him is meant for legitimate expenses only Rule 19 sub rule (2) of the Bihar and Orissa electoral rules provides that the return shall contain a statement of all payments made by the candidates or by his election agent or by any person on behalf of the candidate or in his interest for expenses incurred on account of or in respect of the conduct and management of the election Thus this rule does not qualify the term expenses by the expression legal Moreover schedule IV note 1 refers to all expenses Also form XIX of return of election expenses shows that there must be entered in part B all expenditure incurred and payment made by the candidate or by his election agent or by any person on behalf of or in the interest of the candidate in connection with the election and not included in any of the previous parts Also the form of declaration which has to be attached to the return and has to be signed by candidate or by his election agent (in accordance with schedule IV of the rules) shows that no expenses of any nature whatsoever which have been incurred for the purpose

of the candidature are to be excluded from the return. The purpose of the return is evidently to check and control illegal expenditure. Therefore we consider that we should not read into the rules, the schedule, and the form, the word 'legal' before 'expenses'.

Reference was made by the learned Vakil for the respondent to Parker's Election Agent at page 422 which runs as follows —

An election expense is one incurred on account of or in respect of the conduct or management of an election." These words are used throughout the Act when dealing with legal expenses, larger words ('for the purpose of promoting or procuring the election of a candidate') being used in relation to illegal expenditure'. As rule 19 (2) of the Bihar and Orissa electoral rules refers to the expenses incurred on account of or in respect of the conduct or management of an election, it is urged that only legal expenses are intended to be included in the return. However, Parker at page 456 mentions that 'all expenses paid on account of, or in respect of, the conduct or management of the election, no matter by whom incurred, and whether for a legal or an illegal expense, must be returned.' Whatever may be said on the general question it appears to us clear that expenses for feasting in connection with an election must be returned. Feeding is corrupt when done with the intention of influencing election. It may under certain circumstances, be harmless, for example, no man is bound to abstain from harmless hospitalities especially if they are customary because an election is pending (Fraser, page 116). No one would think it reasonable to draw the conclusion from the mere giving of a glass of sherbet to some old man coming from a long distance, that it was done with any intention of influencing the election. Also a candidate may lawfully feed the persons who are assisting him in the conduct of his election. (Hammond, page 114). Again the term 'gratification,' as defined in the explanation to clause 1 of schedule V of the Bihar and Orissa electoral rules, excludes the payment of expenses *bona fide* incurred for the purposes of election and duly

entered in the return of election expenses. Therefore the question whether feeding was or was not confined to workers and whether it was done on an extensive scale and with a view to influence the election is a necessary aspect for consideration, and therefore it seems necessary to include such expenses in the return. In the *Hartlepool's* case (G O Milley and Hardcastle, page 1,) Mr Justice Phillimore observes at pages 9 and 10 that the employment of any people for hire to walk about and parade the streets and show their colour so as to assist in the return of a candidate is an illegal employment, and although the expenses incurred on that account are illegal he held the expenses if incurred by an agent are expenses in the conduct and management of the election. He observes ' It has been said there are cases where expenses may be incurred for promoting or procuring the election of a candidate, which are not expenses incurred in the conduct or management of the election. That may be so if they are incurred by persons who are outsiders and not agents because those persons have not the conduct or management of the election, but if they are incurred by persons who take a share in the conduct or management of the election, it would be very difficult to say that they are not expenses in the conduct and management of the election being as they are confessedly expenses incurred for the purpose of promoting or procuring the election of the candidate. At any rate in this case we have no doubt that these expenses are properly described as expenses in the conduct and management of the election. Similarly we hold that expenses for entertainment by an agent of the respondent (as in the present case) must be described as incurred in the conduct or management of the election. The omission, therefore to include such expenditure makes the return false.

The sum of Rs. 80 consists of two different amounts of Rs. 55 and Rs. 25 shown in part A as *personal travelling expenses* of the candidate paid during the period 10th to 29th November. No vouchers have been furnished on the ground (stated in paragraph 18 of the written statement) that they are expenses of

obtaining tickets from the proprietor of the taxi service or his agent incurred by the respondent or his *agent or canvassers* and no vouchers are obtainable in respect thereof' Thus the return is *prima facie* incorrect. The expenses for agent or canvassers, if included within this Rs 80, should have been shown in different parts separately. In the next place it is in evidence no tickets are sold in the taxi service. It is unlikely that a particular owner's taxi will be engaged for ten successive days and the fare paid after each trip. It has been shown that at least one of the taxi owners namely, Ali Aktar, was not paid in small sums but had his dues unpaid till at least the latter part of January 1927. Therefore the voucher should have been given. The return was sworn to on the 6th and filed on the 8th January. At that time payment to Ali Aktar had not been made. Thus the return is false in material particulars.

For reasons given we hold that the return of election expenses submitted by the respondent is incorrect false in material particulars within the meaning of sub rule 4 of rule 22 of the Bihar and Orissa electoral rules.

We have already held that the illegal employment of taxis for conveying voters to the poll did not in this case materially affect the result of the election. The 'treating' has according to us been done by the respondent's agents with the intention of influencing the result of the election and is a corrupt practice falling within part I of schedule V of the electoral rules and comes within the purview of clause 44 (1) of the electoral rules. There is no plea by the respondent and no proof that the case falls within the exceptions referred to in sub rule (2) of rule 44. As such the election becomes void apart from any question as to how far this treating has materially affected the result of the election. The election is therefore liable to be set aside.

The original petitioner cannot be declared elected as he has withdrawn from his petition. The petitioner is entitled to have the election set aside. The charge of filing an incorrect and false return will not by itself invalidate the election but will serve to disqualify the respondent subject to the exercise of the right

BALASORE (SOUTH)

of removal of the disqualification by the local Government under the proviso to rule 5, sub-rule 4 of the Bihar and Orissa electoral rules and may eventually lead to the seat being declared vacant.

For the foregoing reasons —

- (1) We find that corrupt practices of bribery by treating as defined in the explanation to rule 44 and specified in clause 1 of part I of schedule V have been committed by Banchhandhi Mahanti and Radhashyam Naik, agents of the respondent. A reasonable opportunity of showing cause why their names should not be mentioned in our report was given to them but the cause shown by them is unsatisfactory.
- (2) We are not prepared to recommend the exemption of the persons named in paragraph (1) above from any disqualification they may have incurred.
- (3) We hold that the election of the respondent is void under rule 44 (1) (b) of the electoral rules.
- (4) We report that no person has in our opinion been duly elected.
- (5) We further hold that the return of election expenses filed by the respondent is false in material particulars, and thus the respondent has rendered himself liable to the disqualification mentioned in rule 5, sub-clause (4) of the Bihar and Orissa electoral rules.

G J MONAHAN
A N CHATTARJI
A D PATEL

*Commissioners for the trial of
Election Petition*

CUTTACK :

The 19th November 1927.

CASE No. VI.

BAREILLY, (N. M. U.)

BABU CHAIL BIHARI KAPUR

.. *Petitioner,*

Versus

RAI BAHADUR BABU SHYAM SUNDAR LAL .. *Respondent*

The petition contained a very large number of charges of personation, undue influence, bribery and the publication of false statements. It challenged the validity of the respondent's nomination, because the latter was a special magistrate and should therefore be considered a Government official. Lastly it was urged that the return of election expenditure filed by the respondent was false in material particulars.

The Commissioners held that the nomination of the respondent was valid.

'The issue is based on the allegation that respondent is a special magistrate and must therefore be considered a Government official. Section 80-B of the Government of India Act on which reliance is placed is to the effect that an 'official' shall not be qualified for election as member of a local Legislative Council. The term 'official' is defined in section 134 of the Government of India Act. 'The expressions 'official' and 'non official' where used in relation to any person mean respectively a person who is or is not in the civil and military service of the Crown in India. Provided that rules under this Act may provide for the holders of such offices as may be specified in the rules not being treated for the purposes of this Act, or any of them, as 'officials'.' Rule 2 made under the said section lays down that the holder of any office in the civil or military service of the Crown which does not involve both of the following incidents, namely, that the incumbent (a) is a whole time servant of the Government, and (b) is remunerated either by salary or fees, shall not be treated as an official for any of the purposes of the Government of India Act. It follows that respondent who is an Honorary magistrate and not a whole time Government servant does not come within the prohibition of Section 80-B of the Act."

Evidence was given to support two charges of bribery neither of which were proved. Ten instances were given of alleged exercise of undue influence. They included the assertion that the respondent canvassed in open court, and that this act of his constituted an attempt to interfere with the free exercise of their electoral right by the voters and amounted in law to general exercise of undue influence.

Petitioner examined three witnesses on this point. "The first is Brijbasi Lal. Mukhtar Brijbasi Lal says that he went to respondent's court in a case and the latter asked him to make endeavours on his behalf with regard to the coming election. This talk is said to have taken place in the presence of another mukhtar by the name of Brijbihari Lal who is petitioner's nephew. Brijbihari Lal has been examined as witness but was not asked a single question in this respect. It is difficult to believe that respondent would carry on such a conversation in the presence of petitioner's own worker. Brijbasi Lal is a Kaisth and admittedly the Kaisth and Vaishya communities are not on good terms in Bareilly. Ram Bahadur Lal a Kaisth employee of the municipal board, is being criminally prosecuted and petitioner is appearing as his vakil. The witness admits that he is practically working under petitioner in connection with that case. Shub Sahu the second witness is also a Kaisth but he does not say anything material to this charge. He deposes that he heard respondent speaking about the election in his court room in reply to questions put by others. He cannot say definitely what questions were put to respondent and what reply he gave. The third witness Lal Bahadur is also a Kaisth and his story is that he had gone to respondent's court to enquire about the drive in some case. Mukat Behari Lal a *Karinda* of the respondent asked him to give his vote for the respondent. Respondent himself remarked that the witness was not against him. This remark was admittedly made when the latter was not holding his court. Lal Bahadur is a clerk of petitioner's vakil, Gopal Chandra Bala who is moreover related to the petitioner. The three witnesses thus appear to be partial to the petitioner, but

even if believed, we do not think their evidence proves any case of undue influence

In this connection, we agree with the remarks in the *Habigany* case (Hammond, II, I E P, page 148) made with respect to a Minister, and would adopt the reasoning given there as our own. We are not aware of any rule requiring an honorary magistrate to resign office before offering himself as a candidate for election. Respondent used to hold court in his own residential house and in the circumstances it was inevitable that he should to a certain extent combine canvassing with official work.

The Commissioners held that the petitioner had failed to prove a single case of bribery or undue influence.

There were 12 alleged cases of personation in dealing with which the Commissioners took as the first point for decision the issue whether it is open to the respondent to raise the plea of good faith. 'In English law a distinction is made between corrupt and illegal practices but there is no such distinction under the Indian electoral rules. A corrupt practice is a thing the mind goes with. An illegal practice is a thing the Legislature is determined to prevent whether it is done honestly or dishonestly.' (Field J in *Barrow and Furnace* 4, O M & H, 77). The definition of personation as given in section 171 (D) of the I P C follows closely the definition given in the English Ballot Act. It contains no such word as 'voluntarily' to be found in section 171 (C), but some such word has been held to qualify the language of the English Act and we think that the same qualification must be read into the language of section 171 (D) I P C and in the definition of personation as given in the electoral rules. This has also been the view of all the Election Tribunals in India with one exception. In the *Bareilly** case, for instance, the Commissioners remark that it is a well settled proposition of law that there can be no corrupt practice without a corrupt motive, and that it is the duty of the petitioner to prove *mens rea* in every case. We agree with this view and hold that "un

* *Bareilly City I P C* Vol II 30

The reference is probably to the *Rhotal* case I E P Vol I 193

less there be corruption and a bad mind and intention in personating it is not an offence (*Stepney* 4 O M and H 16)

A great deal of reliance has been placed by the petitioner on the municipal electoral roll and the municipal house list to show who are the real voters meant by the Council electoral roll. In the first place there is no direct evidence that the Council electoral rolls were prepared from the municipal registers although from the nature of similar mistakes in both it is possible that the municipal registers were consulted in revising the electoral roll of the Council. The municipal electoral roll of 1923 was itself prepared from the Council electoral roll of 1920 and this may be another explanation of the mistakes appearing in both of them. In the second place according to the evidence of the executive officer of the municipality there are 50 per cent mistakes in the house list and 30 per cent mistakes in the municipal electoral roll. The mistakes are of every description and were commented on in a judgment of the Revenue Commissioner, dated March 26, 1926. As a result the municipal board passed a resolution on June 18 1926, appointing a general committee to correct the mistakes. It is clear that no reliance can be placed on the municipal registers and voters would be justified in refusing to go for information to the municipal office. Besides the Council electoral roll is by itself final and conclusive and it was not incumbent on voters to go beyond the entries contained in the same.

It was argued by respondent's learned Counsel that cases of personation can be condoned in certain circumstances under rule 44 (2) of the electoral rules, and reliance was placed on *Hammond, II I, P*, page* 21. *The observations there made seem to be based on a misreading of the rule in question. Bribery other than treating and personation cannot be condoned at all, although an exception is made with respect to other corrupt practices in certain circumstances."*

Actually after discussing the evidence in the various alleged cases of personation, the Commissioners were satisfied that personation, if any, was not committed with the knowledge or connivance of the respondent or his agents

There were two publications which were alleged to contain false statements of fact in relation to the personal conduct of the petitioner and were reasonably calculated to prejudice the prospects of his election

' Annexure 5 is a notice headed "Sher ki khali men gi lar" and is published over the name of Jagdish Saran. Objection is taken to the passage "Aise ko vote nahin dena chahiye jo public ki hidmat hasb dil khwah raqam le kar ta ho" (Votes should not be given to one who would serve the public on receipt of cash amounts of his own liking). It is admitted that one Jagdish Saran is the son of respondent 3 *munim* Ram Mohan Lal. Petitioner's contention is that it is the same Jagdish Saran who published the notice. There is however no direct evidence on the point. Rup Narain proprietor of the Mitra Press where the notice in question was printed, says that the order was given by one Loh Mal and that Loh Mal has a son by the name of Jagdish. On the evidence as it stands it is not possible to come to any definite conclusion as to who was the publisher of annexure 5 although from the wording of the two notices it would seem that the same person was the author of both. The evidence as to the circulation of this notice is of interested witnesses and we cannot place any reliance on it.

Annexure 6 is a notice headed "Babu Chul Behari Kapur se do do baten" and is published over the name of Pandit Ram Lal. The following passage is said to be defamatory in character: "Kya jis ne Bareilly ki public ko hum hamesha apni manshi ke mutabiq raqam le kar kya ho" "us ko vote den" (Are we to vote for one who has been serving the public invariably on receipt of cash amounts of his own liking?).

The publication of this notice is admitted by the respondent. It is also admitted that petitioner is not a corrupt public worker. It has been strenuously urged on the opposite side that the statement refers to the professional conduct of the petitioner as a *vakil* and that he is known to charge very heavy fees. It is also argued that the contrast sought to be brought out in the notice is between a person who charges fees for his work and one who is an honorary worker like the respondent. Stress is laid on the

following passage towards the end of the notice, ' Is it not a fact that after entering the Council you have doubled your fees , is it now your intention to redouble them ? ' This passage is however so disconnected from the other being found almost at the end of a long notice, while the alleged defamatory statement is at the very beginning that an ordinary person would not in our opinion think that they both refer to one and the same subject. We are here considering the case of an ordinary voter who did not know the petitioner from before. In his case the insinuation contained in the passage objected to would certainly prejudice him against the petitioner. After reading the whole of the notice carefully we have come to the conclusion that the statement in question is defamatory in character and that it is reasonably calculated to prejudice the prospects of petitioner's election.

The question still remains as to who published the notice and whether it was published by the respondent or his agent or by any other person with the connivance of the respondent or his agent. The evidence of Ramratan Padha shows that Pandit Ram Lal of Garhaya published the notice. It was Ram Lal himself who told the witness that he had published it. Ram Lal died at respondent's house on the day of election. Ramratan Padha is respondent's priest and voted for him. We have no reason whatever to disbelieve his testimony. Babu Onkar Nath, Vakil who was respondent's agent and canvassed for him deposes that Ram Lal was respondent's sympathiser. He cannot say if Ram Lal took an active part in the election campaign in favour of the respondent. We are afraid Babu Onkar Nath has not told us the whole truth. If he was a worker himself he should have known what other persons canvassed for respondent before the election. Respondent admits that Ram Lal was his sympathiser and wanted to do his work. This fact could not very well be denied in view of the circumstance that on the eve of the election Ram Lal had gone to respondent's house and that he died there the next morning. It is in the evidence both of Pandit Ramratan Padha and of Babu Onkar Nath that they had seen Ram Lal at respondent's house once or

twice in the course of the election campaign. It is also proved that Ram Lal was the priest of the family of respondent's cousin. There is thus every reason to think that Ram Lal was an active worker of the respondent. All the workers were called to respondent's house on the evening of November 25, 1926.

Work was being distributed amongst them, as the next day was fixed for election. Respondent says that he retired for the night before any of the workers had left. Why should Ram Lal remain behind after respondent had gone and even after all the workers had left the place? No explanation is forthcoming. There is also no explanation why Ram Lal went to sleep in the upper storey of respondent's house. In the absence of any evidence we can but come to one conclusion and that is that Ram Lal was not only a worker but one of the principal workers of the respondent. He remained behind in order that he might be up and early to begin his allotted work on the election day. If he was ill there was all the more reason for him to have gone home at night seeing that his residence is not far from respondent's house. Dr. Basant Kumar who examined Ram Lal's dead body certified to the police that in his opinion Ram Lal had died a natural death which was probably due to heart failure.

From a perusal of the notice there can be no doubt that it was issued solely in the interests of the respondent. Respondent himself says that he saw it for the first time at 2 or 3 p.m. on the polling day, but his agent Babu Onkar Nath deposes that he had seen it before November 26, 1926 in the course of the election campaign. We are not prepared to believe that if Ram Lal had published the notice the fact did not come to respondent's knowledge before the day of election. Admittedly Ram Lal was an over zealous supporter of the respondent. Can it be supposed for a moment that he would omit to mention to him the fact of the publication? Neither respondent nor his agent Babu Onkar Nath repudiated the statement made in the notice. Apart from other considerations this would in our opinion amount to connivance on their part.

We do not attach any importance to the evidence of witnesses who depose about the distribution of the notice, nor of those witnesses who say that Ram Lal went about canvassing with respondent or his son because all of them are biased in favour of the petitioner. There is however, one other circumstance which goes very strongly to support our conclusion. We shall show when dealing with the next issue how false accounts have been deliberately filed in court on behalf of the respondent. Respondent had in his possession evidence which could have rebutted the case set up by the petitioner. The original accounts, if filed, could have proved that respondent did not bear the printing and publication charges of Ram Lal's notice. We think we are entitled to presume in the circumstances that this expenditure has been deliberately concealed so that Ram Lal's agency may not be proved. Ruv Narain proprietor of the Mitra Press deposes that one Girja Prasad gave the order for Ram Lal's notice and also paid for the printing. Girja Prasad was summoned as a witness by respondent, but was not examined. The original accounts if produced could have disproved the fact that Girja Prasad did not make the payment on behalf of the respondent.

As regards the publications the Commissioners found that two did not bear the address of the publishers, but that the petitioner failed to prove that the result of the election was materially affected by the omission. (Electoral rule 41 (i) (a))

The last issue was whether the return of election expenses filed by the respondent was false in material particulars.

The word false used in rule 5 (4) of the electoral rules indicates that the return of election expenses must be proved to be deliberately incorrect. In other words corrupt motive must be shown. The motive may be to omit legitimate expenses from the return where a maximum scale has been fixed by the Governor General in Council under rule 20 of the electoral rules or the intention may be to conceal expenditure which would go to prove some other corrupt practices. Under rule 21 of the electoral rules every election agent is required to keep separate and regular books of account in which their particulars

of all expenditure incurred in connection with the candidature should be entered. We agree with respondent's learned Advocate that where regular books of account have not been kept, it does not necessarily follow that all the particulars entered in the return of election expenses must be false. Petitioner is bound to prove the falsity of the items enumerated by him in his petition.

There are altogether 18 particulars in the list attached to the petition. As regards most of them, petitioner produced no evidence and some were given up at the time of argument. The following need more than a passing notice —

I 7 — Cost of pitching tents at the polling station.

This was done by permanent servants and not by men hired for the occasion. Respondent incurred no extra expenditure in this connection.

I 18 — Price of motor car purchased in October last and used in the election campaign.

It is admitted that a motor was purchased but the evidence is that it was purchased for the use of the joint family. The purchase was made in place of a carriage and pair which were sold at the time. Perhaps the cost should have been apportioned and a part included in the return of election expenses, but we do not think there was any bad faith on the part of the respondent.

I 13 — Travelling expenses of respondent's brother B Ram Gopal, Deputy Collector, who came to vote from Shahjahanpur and the travelling expenses of other voters who came from outstations for the same purpose.

According to rule 19 of the electoral rules the return should show expenses incurred on account of or in respect of "the conduct and management of the election." We do not think the travelling expenses of voters would come under this description. We think the expenses to be included in the return are those which would otherwise be paid by the candidate. A candidate is not permitted to pay for the conveyance of any elector to the polling station, for that by itself is a corrupt practice under part II of schedule V.

F-1 and F-18—We now come to the three publications annexure 14, annexure 5 and annexure 6. The last two have already been dealt with in issue No 5. There is no proof that respondent had any knowledge as to who issued the notice annexure 5. Even if he had such knowledge he was not bound to show the printing charges of a notice which on the face of it was defamatory unless he had recognized the publisher as his agent. Notice annexure 14 was published over the name of one Ram Das. From the contents it is clear that the notice was issued by the Congress party who had a candidate of their own and the notice itself was in reply to a similar notice published by the petitioner. Respondent could not include the cost of printing annexure 14 in his return of election expenses. We have already found that Annexure 6 was published by respondent's agent Ram Lal and with his knowledge and connivance.

Respondent's account book of election expenses was summoned by the petitioner and produced in court. It consists of only nine pages and there can be no doubt that it has been fabricated. In some entries the year 1927 was at first entered and was subsequently corrected to 1926 and in others 1927 stands uncorrected. An accountant writing the book in 1926 could not possibly have made such a mistake about the year. There is one entry in which the month 'April' is written instead of "October". This would go to show that the book was prepared shortly before the petition came up for hearing. Respondent in his cross-examination admitted that the entries in the book are all in the hand-writing of his clerk Mathra Prasad. He persisted in saying so after the wrong month and year were pointed out to him. Even now it is not denied that the book was really written by Mathra Prasad, but an attempt has been made to show that it was subsequently manipulated by the court clerk who happens to be a Khatri like the petitioner. We do not think there is any foundation for this allegation. No reason is shown why Mathra Prasad who is still in respondent's service should act in collusion with the petitioner or his men. It is said that Mathra Prasad is evading service of summons, but no

proper attempt has been made on behalf of respondent to secure his attendance. As soon as the falsity of the account book came to light during the cross examination of respondent, his pleader produced a second book after an hour or two before one of Commissioners to show that the original had been tampered with while in court. This second book which is without any mistake is said to be a copy of the first and meant for the use of respondent's pleaders. In our opinion there was absolutely no reason why a copy should be kept at all. The production of this so called copy goes rather to strengthen the theory that the original (Ex N) is also a fabricated one. It seems that Ex N was first prepared, but there were so many mistakes in it that a second copy was considered necessary. The so called copy was then prepared with great care and a corresponding ledger, as would appear from the entries in the book, was also made up. The copy has the clear appearance of having been written at one and the same time. A third account book was probably then ordered to be made. Mathra Prasad was either too lazy to write it, or if he wrote one, the first book (Ex N) was filed in court by mistake. We have every reason to suppose that respondent has a regular account book of his election expenses. He belongs to a big firm of bankers where a number of *munims* are employed and regular account books are maintained. The original account book has not however been produced, because we presume there are entries in it which would go against the respondent. As we remarked in discussing issue No 5, the cost of printing annexure 6 probably has a place in it. There may be other illegitimate expenses in the original but with them we are not concerned.

We find on this issue that the return of election expenses is deliberately incorrect in at least one material particular, viz, Rs 13, the cost of printing notice annexure 6.

To sum up. We find that of all the charges brought by the petitioner only the publication of one *false* statement in the circular "Chail Bihari Kapur se do do baten" has been proved and that the return of election expenses is false so far as the cost of

printing this notice is concerned We accordingly report to His Excellency the Governor that the election of the respondent is void under rule 44 (b) of the United Provinces electoral rules and that he has further incurred the disability under rule 5 (4)

As to costs, it may be observed that reckless allegations have been made which the petitioner had from the outset no hope of substantiating by any evidence In some cases the charges are entirely disproved We, therefore, recommend that parties bear their own costs of this enquiry

Finally, we would point out that there is a difference in the view of the various Election Tribunals as to whether fresh instances of a corrupt practice can be added under rule 33 by way of amendment The Commissioners in this very case have not been unanimous on the point We would suggest that the rule be again so altered as to make it clear whether the addition of further instances of a corrupt practice should be permitted after the petition has been presented

I B MUNDLE,

President

PREONATH GHOSE,

Commissioner.

July 1, 1927

JAGENDARA NATH CHAUDHRI,

Commissioner.

CASE No. VII

BAREILLY CITY (N. M. U.)

NANHE MAL .. *Petitioner.*

Versus

CHAUDHURI JAI NARAIN . *Respondent*

Although the petition contained many grounds for assailing the election of the respondent, issues were only framed on three charges. The first related to the manner in which the Returning Officer counted the votes, one alleged the exercise of undue influence, and two separate instances of personation were discussed. The election was held to be valid.

“The Returning Officer was the Collector of the District and the counting of votes was done partly in his court room and partly in an adjoining retiring room. We made an inspection of these rooms and found that they were situated one behind the other with a door of communication in between. This door was admittedly open all the time that the counting was in progress. Twelve separate tables were laid out, six on the floor of the court room and one on the dais, while the remaining five were in the adjacent room. The Returning Officer occupied a chair on the dais quite close to the communication door, so that he could have a clear view of what was happening in both rooms, while at every one of the twelve tables on which the votes were being counted sat a subordinate officer of the district—in all cases but two a Deputy Magistrate—who was assisted in the process of enumeration by two clerks. It is further admitted that one agent of each candidate was present all the time and kept moving about from table to table. The argument on behalf of the petitioner is that under the circumstances mentioned above the counting of votes was not done under the supervision of the Returning Officer as contemplated in sub rule (6) of rule 14 of the electoral rules. It was contended that in order to satisfy the requirements of the rule just mentioned it was necessary for the Returning Officer to have every ballot box opened and the papers contained in it sorted

and counted in his immediate presence As stated above this argument was advanced but half heartedly, and we have no hesitation in saying that, in our opinion, it carries little weight If this contention is accepted, the Returning Officer would be precluded almost entirely from taking any assistance All that the said rule demands, in our opinion, is that the supervision of the Returning Officer should be sufficient to eliminate, as far as possible, all chances of a mistaken or false declaration of the result This demand, we think, was fully satisfied by the conditions mentioned above, under which ballot papers were counted in the present case The total number of votes polled being only about 2,200, it is clear that, on an average, no more than 200 ballot papers were sorted and counted at each table in the immediate presence of a responsible officer and the whole process was supervised by the Returning Officer himself The chances of mistake or fraud were, therefore, very few indeed In this connection certain admissions made by Ram Sarup, who was present at the counting on behalf of the defeated candidate, are not without significance This witness admits that no doubt as to the correctness of the counting arose in his mind until the result was declared and that any doubt arose at all was due to the fact that at the end of the polling the agents of the defeated candidate believed that the chances of election were in their favour Our attention was particularly drawn to the fact that, contrary to the provisions of the rule to which we have referred above, the Returning Officer permitted only one agent of each candidate to be present at the time of counting That this was a non compliance with the rule admits of no doubt, but we have not the slightest reason for holding that the result was materially affected thereby

The only other question that has to be decided in connection with this issue is whether the petitioner is entitled to a recount, and we have no doubt that the answer must be in the negative We fully agree with the view taken by the Election Commissioners in the *Tanjore* case, reported in Hammond's Indian Election Petitions Volume I that a recount will only

be granted in cases which are substantiated by specific instances and by reliable *prima facie* evidence " It cannot even be pretended in the present case that these conditions are present ".

The charge of undue influence was that an Honorary Magistrate named Akhtar Husain Khan—a friend and worker of the respondent—who owns some shops in the city, exercised undue influence on Sunder Lal, a tenant of one of these shops, by threatening him with ejectment if he recorded his vote in favour of the defeated candidate The petition contained no definite allegation that this Akhtar Husain Khan was an agent of the respondent, nor that he committed the alleged corrupt practice with the connivance of the respondent or some one of his agents But an allegation to that effect was made when the pleadings were cleared and an issue was framed accordingly

" Even at this stage there was not the faintest suggestion that the respondent actually accompanied Akhtar Husain Khan when the latter approached Sunder Lal A statement to that effect appeared for the first time in the evidence of Bira Mal and Ganesh Prashad the only two witnesses produced by the petitioner to support his case We have no doubt that the part ascribed to the respondent is entirely an after thought. It was introduced in evidence simply because it was realized that even if the alleged corrupt practice by Akhtar Husain Khan was established, there would still be nothing to show any connection between him and the respondent The evidence of the two witnesses named above is, therefore, clearly tainted with falsehood This would be a sufficient ground for rejecting their testimony, even if we had nothing else to say against them But besides being witnesses of no status who can be easily procured, they are fellow castemen of the petitioner, and seeing that there are clear indications of a touch of communal feeling in the present case, their statements are hardly worthy of serious notice "

The Commissioners further stated—

“ We do not consider it necessary to enter into any further details to show that the petitioner's allegation is utterly false. We are content with remarking that we fully believe the testimony of Akhtar Husain Khan who has very emphatically and convincingly given the lie to the petitioner's allegation. This issue is accordingly decided in the negative.

Two charges of personation were framed and discussed

(1) At the polling station set up in the Government High School a person named Radha Kishan, son of Jugal Kishore, Khandelwal by caste, resident in Alamgirganj, personated voter Radhe Lal, son of Chote Lal, Agarwal by caste, resident of Nayatola.

It will be noticed that the name of the father, the residence and the caste in the two cases were different. Although in support of Radha Kishan, the alleged personator, it was asserted that he was also called Radhe Lal and had a real uncle named Chhote Lal, so that there were reasonable grounds for believing that the disputed entry referred to him, though there was a mistake, by no means uncommon, in the column showing parentage, the Commissioners pointed out that where a charge of personation is laid, the onus of establishing every essential ingredient lies as heavily on the petitioner as it does on the prosecutor in any criminal case. Now it is a well settled proposition of law that there can be no corrupt practice without a corrupt motive. It is therefore obviously the duty of the petitioner in the present case to establish that Radha Kishan, when he recorded his vote or that the respondent's agent when he procured Radha Kishan's vote, had a corrupt motive, or, in other words, that he could not have acted in the *bona fide* belief that Radha Kishan had a right to vote. Having carefully considered the whole of the petitioner's evidence bearing on the point under consideration we have unhesitatingly arrived at the conclusion that it falls far short of the standard laid down above.

We shall now refer to an important fact which has not been mentioned so far but which in our opinion goes to the root of the whole matter and strongly militates against the theory of personation. This fact was disclosed by Ram Kishore—the first witness for the petitioner—who was the polling agent of the respondent and accompanied Radha Kishan when the latter applied for a ballot paper. He stated that the discrepancy as to Radha Kishan's parentage was brought to the notice of the polling officer before the latter issued the ballot paper and in support of this statement he added that the polling officer made a cross in the parentage column of the entry No 4121 contained in the voters list for Ward No 7. This list was produced before us and we found that it bore out his statement. Radha Kishan who has also been examined as a witness on behalf of the petitioner clearly stated that he pointed out the discrepancy of his own accord. Now it appears to us that the existence of the cross in the parentage column of the voters list is a material fact which shatters the theory of personation. If the cross was made under the circumstances mentioned by Radha Kishan and Ram Kishore it is obvious that no question of personation arises at all for no attempt was made to secure the ballot paper in the name of Radhe Lal son of Chhote Lal.

Finally the Commissioners recorded the following opinion—

What we are primarily concerned with is not whether the disputed entry does or does not refer to Radhe Lal son of Chhote Lal but whether Radha Kishan and the respondent's agent did or did not honestly believe that the said entry referred to the former and entitled him to vote. We can only repeat that after a consideration of all the points that arise in the case we are convinced that in applying for a voting paper Radha Kishan had no corrupt motive but that he shared with the respondent's agents the belief that he was entitled to vote.

In an earlier part of the report the Commissioners stated—

We have considered the cumulative effect of the discrepancies referred to by the petitioner and we are not prepared

to hold that their existence is by any means inconsistent with a *bona fide* belief in the mind of Radha Kishan and the respondent's agent that the former had a right to vote, whereas his conduct before the polling officer which we have discussed above is, to our minds, quite inconsistent with the idea of personation "

The facts relating to the second instance were very simple and for the most part undisputed. One Kunwar Bahadur had his name registered on two separate electoral rolls relating to two separate polling areas or wards. The polling station for the voters of both these wards was set up at the W I M High School. This polling station contained four separate polling booths. Kunwar Bahadur first recorded his vote at one of these booths, and shortly after proceeded to another booth just opposite to the first and made an application for a second ballot paper. The petitioner's case was that one of the polling agents of the defeated candidate having received information of the fact raised an objection before the polling officer who made inquiries and finding that Kunwar Bahadur had already cast a vote refused to issue a second ballot paper to him. The evidence bearing on this instance is very meagre. There is nothing but the statement of Manohar Lal to which we can turn for the exact circumstances under which Kunwar Bahadur applied for a second ballot paper. Taking into consideration the fact that Kunwar Bahadur is a practising Mukhtar it is not easy for us to hold that he made the second application in the *bona fide* belief that he was entitled to two votes because his name happened to be recorded in two separate electoral rolls relating to two separate wards. But as he has not been examined as a witness on either side and we have not considered it necessary to ask him to explain his conduct we are not prepared to say anything more than that his conduct is open to grave suspicion. The real question for decision is whether there was any connivance on the part of the respondent or his agent. On this point there is nothing but the evidence of Fatch Bahadur who identified Kunwar Bahadur on both

occasions The argument on behalf of the petitioner is that this Fateh Bahadur should be deemed to have been an agent of the respondent We see no sufficient reason for accepting it Fateh Bahadur clearly states that he had no sort of authority express or implied for identifying the voters on behalf of the respondents, but he did so simply because he sympathised with the respondent The petitioner has lead no evidence to prove that this Fateh Bahadur did anything else for the respondent except identify some voters on the polling day We are not prepared merely on the basis of this solitary act, to hold that Fateh Bahadur was the respondent's agent Moreover, the evidence indicates that it was the respondent's agent himself Babu Lekhraj, vakil, who discovered the mistake and prevented Kunwar Bahadur's second vote being cast.

It is clear therefore that even if we had held that Kunwar Bahadur's conduct amounted to a corrupt practice, still we could not have saddled the respondent with any responsibility "

H NELSON WRIGHT

President

G C BADHWAR,

Commissioner

TEJ NARAYAN MULLA,

Commissioner

The 24th January, 1925

CASE No VIII
BENGAL EAST (N. M).

COUNCIL OF STATE

PANDIT SANTI SHEKHARFSWAR ROY .. *Petitioner.*
Versus

THE HON'BLE KUMAR SANKAR ROY CHAUDHURI . *Respondent*

This election petition has been presented by Pandit Santi Shekhareswar Roy, a candidate for election to the Council of State from the East Bengal Non Muhammadan Constituency, at the bye election held in July August, 1926

The election of the successful candidate, Kumar Sankar Roy Chowdhry was challenged on the grounds —

That the publication, by the returned candidate, of a circular letter to the electors immediately before the election, amounted to a corrupt practice within the meaning of rule 4 of schedule V, part I of the electoral rules

That the nomination papers of another unsuccessful candidate, Rai Bahadur Keshab Chandra Banerji, were improperly accepted by the Returning Officer, as two of them were incorrect in form, while the third had been signed by the candidate some days before it was subscribed by his proposer and seconder

On these grounds the petitioner claims that the election of the successful candidate, Kumar Sankar Roy Chowdhry, should be declared invalid, and that the petitioner himself should be declared duly elected on the ground that he obtained more votes than any other candidate whose nomination was valid

The successful candidate is the only respondent who has appeared

On his behalf a preliminary objection was taken that the Commissioners had no jurisdiction to enquire into the merits of the case, because the original petition to His Excellency the Governor General was not properly verified in accordance with Or VI, rule 15 of the Civil Procedure Code

We hold that there is no substance in this contention.

Meticulous application of the provisions of the Code is nowhere prescribed in the election rules relating to the trial of petitions. In any event, we hold, in accordance with the view taken by other similar tribunals dealing with election cases, that we are not competent to go behind our appointment as Commissioners for the trial of this petition, or to enquire into the question of proper presentation. This objection is accordingly disallowed.

The next question for consideration is whether the nomination paper of the returned candidate, the respondent here, was improperly accepted by the Returning Officer on the ground that it was not duly completed.

The paper shows the name of the constituency to be "East Bengal Non Muhammadan constituency of the Council of State."

Opposite the heading "Constituency on the electoral roll of which the candidate is registered as an elector", is the entry

East Bengal Non Muhammadan constituency of the Council of State, Dacca District.

It is urged that the addition of the words "Dacca District" to the official designation of the constituency invalidates the nomination paper. We do not accept this contention. There is no misdescription of the constituency. There is no possibility of mistake arising from the addition of the words in question, which appear at the head of the electoral roll containing the name of the respondent himself. The variation was trivial and immaterial.

We have next to consider whether the admitted fact that the name of the successful candidate, Kumar Sankar Roy Chowdhry, appears on the electoral rolls of both East and West Bengal Non Muhammadan constituencies invalidates his election to represent the East Bengal Constituency.

It has been most strenuously contended that in view of the proviso to rule 7 of the election rules, which lays down that no person shall be entitled to have his name registered on the electoral roll of more than one general constituency, his nomination

paper should have been rejected, and that he could neither vote nor stand in either constituency

The issue actually framed on this point was whether his nomination paper was improperly accepted because his name appeared on two electoral rolls

Now the reasons which justify the rejection of a nomination paper by the Returning Officer are given in rule 20 of the Council of State electoral regulations. There is no reference in this rule to any disability arising from an entry of the name of the candidate in two electoral rolls. It is to the effect that the production of any certified copy of an entry made in the electoral roll of any constituency shall be conclusive proof of the right of the elector named to stand for election, unless it is proved that he is disqualified under rule 4 or rule 5 of the election rules, or that his proposer or seconder is disqualified.

It is not contended here that Kumar Sankar, his proposer or his seconder were disqualified under any of the rules referred to, and it would therefore appear that the production of the electoral roll containing his name precluded the Returning Officer from rejecting his nomination.

We are further of opinion that on broad general grounds, the contention of the petitioner on this point is unsound.

He asserts that the respondent is disqualified as a candidate because his name appears on two electoral rolls.

The qualifications of elected members or more correctly speaking, the circumstances which render them ineligible for election are stated in part II of the Council of State election rules. There is no mention in this part of any disqualification arising from registration in more than one constituency.

Part III, which contains the proviso that no person shall be entitled to have his name registered in more than one constituency deals with the electoral roll and the qualifications of voters. Rule 10 of that part provides that no person shall vote at any general election in more than one general constituency. It

says further that if any person is proved to have voted in contravention of the above rule his vote shall be void

These rules must we think be taken to contemplate the possibility of error in the preparation of the electoral roll a duty performed by a registering authority appointed by the Local Government and not by the voters

We cannot see that any disability attaches to a voter merely because of an error in the rolls If he takes advantage of the error to vote at a general election in more than one general constituency he is penalized to the extent that his vote is void.

In the present case the election was a bye-election and it is not alleged in the petition that the candidate voted Had he voted rule 10 would not apply

We are therefore clearly of opinion that there is nothing in the electoral rules to warrant the finding that because the name of this respondent appears on the electoral rolls of two constituencies he is disqualified as a candidate at a bye election in one of them No such provision exists in the rules and we can find no justification for an attempt to read it into the rules

We accordingly hold that his nomination was not improperly accepted on this ground and that his election was not invalid

We have then to consider the allegation of corrupt practice

The respondent before the election issued a circular letter to the electors which contained the following statement —

During the last election when the late Desh Bandhu C R Das wanted somebody to keep a seat safe for him in the Legislative Assembly so that he might go there later on I offered myself temporarily for the seat to which I was elected by the kindness of my constituents and I continued there only because Desh bandhu later on decided to go to the Bengal Council So long as I was in the Assembly as a representative of the Rajshahi and Chittagong Divisions I looked after the interests of my constituency as best I could

This statement is said to constitute a corrupt practice within the meaning of rule 4 of schedule V of the election rules

The definition of a corrupt practice there given is the publication by a candidate . . . of any statement of fact which is false and which he believes to be false or does not believe to be true in relation to the . . . conduct of any candidate . . . which statement is reasonably calculated to prejudice the prospects of such candidate's election

It was most ingeniously argued that the words ' any candidate ' include the candidate making the statement, and that the word " prejudice " must be taken to connote the exercise of a favourable as well as an unfavourable influence

Then it was said that the letter itself implied that Kumar Sankar had resigned his seat in the Assembly, which was untrue, and that he made this statement with a view to influence the electors to send him to the Council of State

The plain meaning of the words used in the letter is that Kumar Sankar, after his election to the Assembly, was prepared at any time to resign his seat if required to make room for his leader, but that while he actually sat he furthered the interests of his constituents to the best of his ability

No attempt has been made to challenge either statement, and we accept them both

We can discover no implication in their language that the respondent resigned his seat His evidence is that he walked out of the Assembly with the other members of the Swaraj party on the 8th March 1926 and did not return after that date

Lastly, we are of opinion that the interpretation sought to be given to the language of rule 4, schedule V of the electoral rules is not warranted

We accordingly hold that there was no corrupt practice committed by the Respondent, Kumar Sankar Roy Chowdhry It follows that his election was valid

In view of this finding it is unnecessary to examine closely the contention raised with regard to the nomination of the defeated candidate, Rai Bahadur Keshab Chandra Banerji

We may however say that while one of his three nomination papers was invalid because the candidate accepted the proposal before it was made, we think the defects in the others were formal and not material, and should be condoned

Moreover, there is no averment in the petition, and no evidence on record, to suggest that the result of the election would have been materially affected by the rejection of the nomination papers of this candidate

We accordingly find that the respondent, Kumar Sankar Roy Chowdhry, was duly elected to the Council of State

We recommend that the petition of Pandit Santi Shekhareswar Roy should be dismissed and that he do pay the costs of the respondent, which we assess at Rs 250

CHARLES BARTLEY,

President.

SATINDRA NATH GUHA,

RAJENDRA NATH ROY,

Members

CASE No. IX.

BENGAL NATIONAL CHAMBER OF COMMERCE.

AMULYADHONE ADDY

.. *Petitioner,*

Versus

BYOMKESH CHAKRAVARTI

.. *Respondent.*

In the general election of 1923 the election of a returned candidate for the Bengal National Chamber of Commerce (special constituency) was contested on the ground, among others, that his name was not registered on the electoral roll of the constituency [I E P Vol II, p 35], that firms and companies were not persons, and were not entitled to be registered as electors. The Commissioners came to the conclusion that the Legislature intended that it was a "natural person who shall have a right to be on the roll and to be entitled to vote or nominate or be a candidate". The election was declared null and void, and a new election was ordered by His Excellency the Governor to take place on or before the 20th June 1924, the 12th of May being fixed as the last date for the submission of nominations and the 13th May 1924 as the date for scrutiny of nominations for the bye election. No one had moved in the meantime for the revision of the defective electoral roll. Steps were taken by the Honorary Secretary to the Chamber on the 9th May to this effect and he asked for instructions if the bye-election should be postponed. On the 12th May Government replied that orders for a revision of the electoral roll were under issue but that the bye-election must proceed on the existing roll.

Four candidates submitted nomination papers. Objections to the validity of two papers were taken on the grounds mentioned above, but the Returning Officer overruled the objections and accepted the nomination of all the four candidates. He then issued ballot papers to firms and companies entered on the electoral roll. At the instance of the petitioner the Returning Officer asked for the interpretation by His Excellency the Governor of the term "elector" in the regulations and on the 26th May 1924, the Government replied giving His Excellency's decision which was in accordance with the previous report

of the Commissioners A reference was again made to Government and in reply Government sent a telegram on the 28th May reading —

“It is regretted that His Excellency's interpretation was not in time to prevent wrong issue of ballot papers, but I am to point out that it is not too late to enable you to reject ballot papers received from persons who are not electors ”

The Returning Officer thereupon rejected 88 ballot papers which were furnished by firms or companies but counted the votes of natural persons and declared the result as follows —

Mr Byomkesh Chakravarti	26
Mr Muralidhar Roy	15
Mr Amulyadhane Addy	15
Mr W C Banerjee	Nil

Mr Chakravarti was declared duly elected, and this was published in the Calcutta Gazette

Mr Addy then filed his present petition in which he contended that Mr Chakravarti's nomination is invalid and illegal He claimed that he obtained a majority of lawful votes and that he should, therefore, be declared as the duly elected candidate Mr Muralidhar Roy filed a counter petition to the effect that if Mr Chakravarti's election was declared invalid he should be declared to be the duly elected candidate as he had a majority of votes In his petition Mr Addy claimed that four votes in his favour were wrongly rejected Mr Muralidhar Roy in his petition declared that they had been rightly rejected, and he in his turn claimed that one vote in his favour had been wrongly rejected by the Returning Officer The Returning Officer was made a party in Mr Addy's petition wherein certain reflections were made against him He contended that he was not to blame and that he had been wrongly made a party, and he asked for costs

No attempt was made to traverse the findings in the previous case The defendant sought to distinguish the present case on the strength of the Government letter, dated 12th May

referred to above "The argument is that it was known that the roll was defective, yet in spite of it Government directed the Returning Officer to proceed on the existing roll for the bye-election Did His Excellency want to disenfranchise two-thirds of the electors, is the question asked Prayer is made that at least the bye-election should be set aside and a fresh election ordered.

The Local Government could have ordered a revision of the roll, but it was also open to the constituency to have moved earlier in the matter, and it is not explained why this was not done It is possible that some mistake has been made somewhere. We appreciate the hardship caused to Mr Chakravarti by being twice elected from the constituency and twice rejected It is not for us, however, to question the reasons which led His Excellency to proceed with the election on the existing defective roll The authorities must decide the time for the election The election having taken place we have to decide who ought to be declared duly elected We cannot put back the constituency now to the time when we decided the first election petition and treat the whole proceedings of the bye-election as a nullity. The facts disqualifying Mr Chakravarti still exist, and we do not see how we can hold that he was duly nominated Mr Bose wishes us to regard the Government letter of the 12th May 1921 as a pronouncement under rule 18, *i e*, as an interpretation of the rules by the Governor We find it quite impossible to regard the letter in this light There was no reference on any question of interpretation of the rules, and it cannot possibly be said that by the remark as to the old roll His Excellency meant to imply that all the entries therein were correct and that Mr Chakravarti could stand on the strength of any such entry. The letter points out an obvious fact that as the election cannot await the preparation of a new roll, it must proceed on the basis of the old one The meaning was that it should proceed on the old roll so far as it was valid This is well established by the subsequent correspondence related above It is somewhat of a surprise that after his election was set aside Mr Chakravarti should think that he could again stand for nomination on the basis of the old roll

Mr Bose quoted the case of *Pembroke Boroughs* reported in O'Malley and Hardcastle Vol 5. Some men remained on the register for the borough though they should have been put on the register for the county. The votes were allowed to stand because there was no question that they were qualified to vote. Here as we remarked before, the defect goes to the very root of the matter. Mr Chakravarti's name not being on the roll he cannot stand for election.

It was argued that Mr Chakravarti cannot raise the question without filing a petition of recrimination. An observation of Baron Martin (Fraser, page 225) was quoted — "He may be unable to protect his own seat, has he not a right to show that you are not entitled to it?" Mr Chakravarti cannot give evidence without filing a petition of recrimination, but we do not think that we should be stopped from examining this question if it arises out of the facts of the case. The question is raised on the ground that it is a defective roll, and on the ground that the 26 votes given for Mr Chakravarti cannot be thrown away. It is argued that the electors had no notice. The cases in 3 Queen's Bench, pages 629,* and 3 Law Times Report,† page 667 were quoted. Our judgment was published in the Gazette. If it be said that everyone does not read the Gazette, the obvious answer is that it is a small electorate of intelligent business men, and any slight enquiry why the first election was set aside must have revealed the defect. A revision of the roll was asked for though late. The electors must be considered to have known the position very well. There is a well established distinction between a candidate disqualified *ab initio*, and a candidate who is subsequently found incapable of election. Notice is necessary in the latter case. The case in 9 Common Pleas (quoted by Parker, page 273), *re*, the case of *Drinkwater* versus *Deakin* distinguished the case *viz*, 3 Queen's Bench, page 629. The electors must have known that it had been held that Mr Chakravarti was disqualified. The votes given by them

* *L. vs Tewkesbury Corporation*

† *R vs Bester*

must be treated as nullities. The case in 23 Queen's Bench, page 72 (*Beresford Hope vs Lady Sandhurst*) is apposite. We hold, therefore, that Mr Addy can claim the seat on the basis of the bye election which has taken place.

Mr Addy claimed four more votes in his petition. Mr Biswas appearing for him gave up one vote. Evidence was taken in respect of the other three votes. It appears that Pratap Chandra Ganguly did not sign the ballot paper. It was argued that under regulation LVI absence of signature was not a ground for rejecting the vote. The Returning Officer was not in a position to know in the absence of signature whether the particular elector had exercised his vote or not. The ballot paper was not completed. The Returning Officer was, therefore, right in rejecting the vote.

The other two votes must be taken into consideration. Tribhuban Das Heerachand shown in the roll as such, signed his name as Tribhuban Heerachand. He has been examined. Mr Chetty K V R M Ramanathan was described in the roll as "Messrs" instead of "Mr" by the placing of the mark " (ditto) under the name of a firm so described and his vote was rejected as a company vote. He has deposed that he does business for himself alone. Obviously 'Messrs' has been put down by mistake. It is argued that there is no misnomer clause as in the Representation of People's Act, 1918, and that mistakes cannot be corrected here. We follow the principles of English Law however in our decisions. The case of *Moorhouse versus Linney* 15 Q B D page 237 was quoted but a different decision was given in *Bowden versus Disley*, 21 Q B D page 309. There is also the case in 23 Q B D page 136. The roll is conclusive, but evidence can be given that a man had the right to exercise his vote. In the *Oldham* case (1 O Malley and Hardecastle page 153) Bradshaw was wrongly entered as William Mills. It was held that if a person was called by a wrong name in the register it raised a difficulty, but he could show that he was really the man. There is the *Exeter* case reported in 6 O'Malley and Hardecastle. William John Langmead was on

the register, but it was proved that he had left the place three years ago Earnest Langmead was the occupier and really entitled to vote, and he voted in the honest belief that he had a right to vote His vote was counted We hold, therefore, that these two votes should be accepted and Mr Addy polled 17 votes

The vote given by Gour Charan Law for Mr Muralidhar Roy was rejected on the ground that the signature is illegible We have examined the ballot paper and the counterfoil, and we consider that there is no difficulty in holding that he voted for Mr Muralidhar Roy We hold, therefore, that this vote should be counted and that therefore Mr Roy polled 16 votes in the bye election Mr Addy has thus a majority of one In the circumstances mentioned above we hold that the election of Mr Byomkesh Chakravarti should be declared null and void, and Mr Amulyadhane Addy declared duly elected

The Returning Officer maintains that he is not a necessary party There is no provision in our law to join him as a party. We do not think, however, that in the circumstances of the case we can direct the petitioner to pay him his costs

We think the petitioner should get his costs in this case from Mr Chakravarti There was an adjournment for one day on his Counsel promising to pay the costs for that day We recommend that Mr Chakravarti should pay all the costs of the petitioner, the pleader's fees being estimated on the whole at Rs 600 "

G N Roy, *President*

G B MUMFORD,

GIRINDRA NATH MUKHERJEE,

The 16th September 1924

Commissioners.

CASE No X.

BOMBAY (SOUTHERN DIVISION) (M. R.)

SAYAD SHAHAJADESAHEB WALAD SAYAD
HYDARSAHEB INAMDAR, MAHOMEDAN,
OF BELGAUM

Petitioner

against

(1) Haji Ibrahim Haji Ahmadsaheb Jitekar

(2) Sardar Mahbub Allikhan, walad Akbar
khan Biradar Nawab

(3) Divansaheb Abasaheb Janvekar,

(4) Khan Bahadur Ismailsaheb Madarsaheb,
Bedrekar

(5) Husensha Mahmadsa Patil

(6) Sayad Nijamodin, walad Sayad Mohodin
saheb Fouzdar

(7) Khan Sahib Sayad Sahebjisaheb, walad
Murtujasaheb Pirjade

(8) Nhanesaheb walad Ahmadsaheb Rajapur

Respondents.

This election petition concerns the Muhammadan Rural Constituency of the Southern Division. There were nine candidates for election by the electorate of the constituency for three seats in the Bombay Legislative Council. The respondents 1, 2 and 3 were declared duly elected and the petitioner, who is a defeated candidate, stood fourth, the number of votes polled in his favour being 1,891, i.e., 36 less than the number of votes recorded in favour of respondent No. 3, viz., 1,927.

The petitioner has called in question the election on the grounds, *inter alia* that the Returning Officer wrongly rejected

votes in his favour as invalid, and wrongly counted certain votes in favour of the returned candidates (respondents 1, 2 and 3) although they were in fact invalid. The petitioner claims to be returned as a successful candidate in preference to respondent No 3.

The petitioner confined his claim to a recount and scrutiny of the votes. Having regard to the narrow majority of only 36 votes in favour of respondent No 3, and having regard to the nature of the allegations set out in the petition and the circumstances of the case the Commission thought it proper, in the interests of justice to grant the petitioner's pleader's prayer to allow the recount and scrutiny of all the accepted and rejected votes relating to the petitioner, respondent No 3 and respondent No 8 (there being the possibility of confusion, on account of similarity of names, in counting votes for the petitioner and respondent No 8).

According to the Returning Officer's statement, the petitioner got 1,891 votes while respondent No 3 got 1,927 votes. All the voting papers (admitted by the Returning Officer as valid) were scrutinized and counted in the presence of the petitioner and his pleaders and the result was that the votes cast in favour of the petitioner exactly tallied with the figure 1,891 of the Returning Officer while those cast in favour of respondent No 3 amounted to the figure 1,929, i.e., two in excess of the Returning Officer's statement. A scrutiny of the rejected votes goes to show that 41 votes in favour of the petitioner and 16 votes in favour of respondent No 3 were improperly rejected, and those votes must be added to the numbers above mentioned. Thus the petitioner in all gets (1,891 plus 41) 1,932 votes, while respondent No 3 gets in all (1,929 plus 16) 1,945 votes, i.e., respondent No 3 has yet a majority of 13 votes over the petitioner. There is thus nothing to show that the result of the election has been materially affected by the improper rejection of the votes, and the election must stand good. The petition thus fails.

All the costs should under the circumstances fall on the petitioner. He will pay the costs incurred by Government in setting up this Commission out of his deposit, and he will also pay any balance that may be payable.

J T SCOTSON,
President

G K KALE,
Commissioner

S R KOPPIKAR,
Commissioner
Belgaum, 17th March 1927

CASE No XI
CALCUTTA AND SUBURBS (M. U)

LEGISLATIVE ASSEMBLY

MUHAMMAD RAHIQUE

.. *Petitioner,*

Versus

YACCOOL CASSIM ARIFF

. *Respondent*

The petitioner asked to have the election of the respondent declared void and to have himself declared the duly elected candidate mainly on the ground that the result of the election had been materially affected by the improper reception of votes. It was proved that certain persons who were not voters for the Legislative Assembly voted in the election, and it was held that their votes must be struck off. Three Hindus were named as having voted in this Muhammadan constituency, and the electoral roll showed that ballot papers were issued to them though they had no right to vote. Two of them denied having voted and the third was silent about it. It was not possible to trace their votes as the counterfoils concerned showed only the serial number of the voter in the ward roll without any ward number. This the Commissioners remarked was a serious irregularity as it rendered it impossible to check those votes. It was proved that one voter voted twice and that both his votes were given to the respondent. One of the votes was thus struck off as invalid. Another witness admitted voting twice but only one ballot paper could be traced. In two cases evidence was given of electors who were dead, but in whose names votes were recorded as was proved by the ballot papers and counterfoils. Those votes were also struck off. The death of three other persons was also proved, but it was not found possible to trace whether any votes were recorded in their names owing to the irregularity mentioned above.

Evidence was given and accepted to prove that two persons were absent at the time of the election and did not themselves vote. The ballot papers, however, showed that votes were recorded in their names for the respondent. These two votes were struck off.

As the counterfoils of the ballot papers showed only the serial number of the voter in the ward roll without any war number, the Commissioners were unable to trace the votes of those persons who were alleged to have been personated

Lastly, the Commissioners found that ordinary votes given in the names of four persons, named in the tendered vote lists, must be struck off and votes for five persons in the tendered votes list should be added to the petitioner's total. As a consequence the respondent's total of 1,421 votes was reduced to 1,405. The petitioner had obtained 1,402 votes, one vote was deducted and five votes were added thus raising his total 1,406 and giving him a majority of one. The election of the respondent was set aside and the petitioner declared duly elected to the seat. The report was signed by

M H B LETHBRIDGE

President

TARAPADA CHATARJEE

GIRINDRA NATH MUKERJEE,

} *Commissioners*

CASE No. XII.

CENTRAL PROVINCES, COMMERCE AND INDUSTRY.

SETH MATHURADAS BULAKIDAS MOHOTA . *Petitioner*

Versus

RAO BAHADUR D LAXMINARAYAN .. *Respondent*

At the last general election, there were two candidates for the one seat allotted to the C P Commerce and Industry constituency, viz, (1) Mathuradas Mohota and (2) Rao Bahadur D Laxminarayan. The former was nominated by means of six nomination papers and the latter by means of four nomination papers on 21st October 1926. On the following day, i.e., 22nd October, 1926, which was the date fixed for the scrutiny of nomination papers, the Returning Officer rejected all the six nomination papers of Mathuradas as invalid and held that Rao Bahadur D Laxminarayan had been duly nominated, and as he was the only duly nominated candidate left for the seat, he was declared duly elected. Against this decision Mathuradas Mohota filed the present election petition.

The most important question for consideration before us is whether the petitioner's nomination was improperly refused by the Returning Officer. It appears that on the 21st October 1926 which was the date fixed for the filing of nomination papers, the petitioner at about 1 10 p.m. filed four nomination papers (marked as Nos 5, 6, 7 and 8) before the Returning Officer and along with them, but not attached to any one of them, he filed a declaration appointing himself as his election agent for the election. Some time after these five documents were filed, Rao Bahadur V R Pandit, who was the legal adviser of the petitioner, went into the room of the Returning Officer and enquired of him whether it was necessary that a separate declaration should be attached to each nomination paper, and on being told that "he must decide that for himself" (vide order of the Returning Officer filed in this case), he got two fresh nomination papers prepared, and these two nomination papers (marked as Nos 9 and 10) with the necessary declaration of agency attached to each, were filed by the petitioner.

on the same date (21st October 1920) at about 2 30 p m. Five minutes after this, the petitioner filed two more loose declarations of agency intending that they should be treated as accompaniments to any two out of the four nomination papers filed by him previously on that date at about 1 10 p m. It is admitted on behalf of the petitioner that neither when he filed one loose declaration of agency along with four nomination papers at about 1 10 p m, nor when he filed two more loose declarations of agency at about 2 35, did he give any intimation to the Returning Officer that the three loose declarations so filed should be treated as accompaniments to three particular nomination papers out of the four such papers filed by him at 1 10 p m.

On the 22nd October 1926 which was the date fixed for the scrutiny of nomination papers, when the Returning Officer began to scrutinize the nomination papers, the legal adviser of the respondent objected to petitioner's nomination papers Nos 5—8 on the ground that none of them was accompanied by a declaration of agency as required by rule 11 (5) of the C P electoral rules, and to nomination papers Nos 9 and 10 on the ground that they contravened the provisions of sub rule (4) of rule 11 inasmuch as the proposers and seconders in those nomination papers were persons who had already proposed or seconded the petitioner in the first four nomination papers marked 5—8. Both these objections prevailed with the Returning Officer, who accordingly rejected all the six nomination papers filed by the petitioner.

Rule 44 (1) (c) of the C P electoral rules provides *inter alia* that if in the opinion of the Commissioners the result of the election has been materially affected by the improper acceptance or refusal of a nomination paper the election of the returned candidate shall be void and it has been held that the improper refusal of a nomination paper is an irregularity which materially affects the result of an election within the meaning of the above rule (1 F P 45 2 I F P 87 at p 89 2 I F P 235 at p 242). In Parker's Election Agent also (3rd edition page 520) it has been observed on the authority of *Davis v Lord Kensington* (L R 9

C P 729) that if a Returning Officer, improperly and without justification, refuses to put a candidate in nomination and declares his opponent duly elected the election will be set aside. It is therefore necessary to consider whether the view taken by the Returning Officer in rejecting all the six nomination papers of the petitioner is correct.

We shall first of all consider the question of the validity of nomination papers Nos 5—8, and if we come to the conclusion that they or any of them were valid it will be unnecessary to discuss the validity of the remaining two nomination papers (9 and 10) filed by the petitioner. The Returning Officer rejected nomination papers Nos 5—8 on the ground that they did not comply with the provisions of sub rule (5) of rule 11. That sub rule (we quote only the material portion) says that every nomination paper delivered under sub rule (3) shall be accompanied by a declaration of agency by the candidate and that no candidate shall be deemed to be duly nominated unless such declaration is delivered along with the nomination paper. Sub rule (3) refers to and contemplates the delivery of a "nomination paper" by each candidate, either in person or by his proposer and seconder together, but it does not forbid the delivery of more nomination papers than one by or on behalf of each candidate. Under that sub rule although a candidate may have delivered a nomination paper it is open to each pair of voters (one as proposer and the other as seconder of his constituency), who support his candidature to deliver a nomination paper duly subscribed by him as assenting to the nomination. In Hammond * (*vide* page 40), it is observed 'A candidate may have several nomination papers and in some constituencies in England this practice is followed in order to show that the candidate has the support of all classes of society including local persons of importance'. Again, at page 105, the author says 'A candidate may be nominated more than once. To guard against the danger of a faulty nomination paper it is wise to take this precaution. Further it affords the candidate the opportunity of showing that he has

* Indian Candidate and Returning Officer

the support of all classes or of people from various parts of the constituency" Thus it is clear that while each candidate must be nominated by a separate nomination paper, it is permissible nay desirable, to nominate him by means of several nomination papers. But every one of such nomination papers, to be valid must comply with the necessary formalities prescribed by the electoral rules and regulations, one of such formalities being that it should be accompanied by a nomination paper. The question now is whether the four nomination papers filed by the petitioner along with a single loose declaration of agency complied with all the necessary formalities. It is admitted by the respondent that they are valid in all respects except that they were not each accompanied by a separate declaration of agency. But was a separate declaration of agency necessary when these four nomination papers were filed in a batch along with the declaration in question? We are of opinion that the declaration accompanied each and every one of the nomination papers (Nos 5—8). To 'accompany' means to go in company with or to co exist. One person or thing can accompany or co exist with several other persons or things. If ten things are kept in a box, each co exists with the rest. If A accompanies four persons going out for a walk he accompanies not only the whole batch of four persons taken collectively but also each and every person in that batch. In our opinion the Returning Officer has placed an unduly narrow construction on sub rule (5) of rule 11. No doubt the last portion of that sub rule says that no candidate shall be deemed to be duly nominated unless the declaration of agency is delivered along with the nomination paper. But in the present case the declaration of agency was delivered along with all the four nomination papers (Nos 5—8) presented together. We think that what sub rule (5) contemplates is that every delivery of a nomination paper or papers by or on behalf of a candidate for election should be accompanied by a declaration of agency. For example, if four pairs of voters (one in each pair acting as proposer and the other as seconder) deliver four nomination papers in simulta-

ing a certain person as a candidate for election each one of such nomination papers must be accompanied by a separate declaration of agency as the delivery in each case is separate for sub rule (3) of the rule 11 says that a nomination paper can be filed by a candidate in person or by his proposer and seconder together The delivery by each set of proposer and seconder is a separate delivery though several such sets of proposers and seconders may simultaneously file nomination papers before the Returning Officer But there is nothing to prevent a candidate from filing several nomination papers in a batch The delivery in such a case is a single delivery and if one declaration of agency is filed along with the batch it forms an accompaniment to each and every paper in that batch The Returning Officer was therefore wrong in holding that none of the four nomination papers bearing serial Nos 5—8 was accompanied by a declaration of agency and in rejecting those papers on that ground He should have held that every one of those nomination papers was valid and should have included the name of the petitioner in the list of validly nominated candidates and ordered a poll

We are aware of the decision in the case reported in* II I E P 928 But with reference to that decision we may point out that the observations made by the learned Commissioners in connection with the question under discussion are *obiter dicta* and were not necessary for the decision of that case We agree that every nomination paper means all nomination papers considered separately one by one But considering nomination paper No 5 apart from other nomination papers can it be said that it was not accompanied by a declaration and if it was so accompanied is there not literal compliance with the rule? The same questions arise when the other nomination papers Nos 6 7 and 8 are considered one by one With due respect to the learned Commissioners we regret we cannot agree with their observations and hold that nomination papers Nos 5—8 filed by the petitioner were valid

In view of the above finding it is unnecessary to discuss the validity or otherwise of nomination papers Nos 9 and 10 which were subsequently filed by the petitioner. For even assuming that they were invalid they did not and could not vitiate the previously filed nomination papers Nos 5—8 which were in all respects valid. In Parker on Election Agent (3rd edition page 242) it is observed. There is nothing to prevent different sets of electors nominating the same candidate in separate nomination papers and a bad nomination cannot avoid a good nomination of the same person. (*Northcote v Pulsford*, L R 10 C P 476)

As we have held that both the petitioner and the respondent were duly nominated we beg to report to His Excellency the Governor that Rao Bahadur D. Laxminarayan the candidate returned for the C P Commerce and Industry constituency has not been duly elected. As regards costs we are of opinion that as each candidate raised useless objections to the nomination of his rival candidate each party should be ordered to bear his own costs.

R. H. MACNAIR

President

19 2 27

N. D. WADIGAONKAR

F. RUSTAMJI

Commissioners

ANNEXURE

The preliminary point for determination is whether the electoral roll of the Commerce and Industry constituency as revised by the Revising Authority is not binding on the Election Commissioners and whether they can question the jurisdiction of the Revising Authority and go behind the electoral roll on the ground that the respondent had filed a no written claim before the said authority to have his name inserted in the preliminary roll, or on the ground that there was non-compliance with the

The question for our consideration is which of these two contentions is sound. In considering this question, we have to remember that we are dealing with the roll of the Commerce and Industry constituency. That roll is before us. It gives in columns 2—6 the names of the several factories and companies in the Central Provinces coming within the purview of clauses (a) and (b) respectively of rule 10 of the second schedule attached to the C P electoral rules. These factories and companies are, so to say, the real electors, but as they are artificial persons and can act only through a natural person, the name of the person nominated or empowered by them to vote for them has been entered in the 7th, i.e., the last column of the electoral roll, the heading of which runs thus: "Name, father's name, age and address of person *qualified to vote on behalf of Factory or Company*". We are concerned in this case with serial No. 44 of this roll prepared in English which relates to the Pioneer Insurance Company Ltd., Nagpur. In the last column of this roll, as originally prepared (i.e., in the preliminary roll), the name of 'Radhesham Wahi Kamptee, age 42, Managing Director' was shown against serial No. 44. After the publication of this roll, Radhesham Wahi applied to the Revising Authority viz. the District Judge Nagpur on the 17th July 1926 for removal of his name from the roll and insertion of the name of Rao Bahadur D. Laxminarayan against serial No. 44. That application is in the record of the revision case which is before us. In that application Radhesham alleged that he had by his letter, dated the 13th March 1926 addressed to the Deputy Commissioner Nagpur requested him to insert the name of Rao Bahadur D. Laxminarayan (respondent) who had been the chairman of the Nagpur Pioneer Insurance Co., Ltd., since its very inception is an elector in the Commerce and Industry constituency and that in spite of that letter the Deputy Commissioner had wrongly inserted his (applicant's) name in the preliminary electoral roll against serial No. 44. He therefore prayed that his name be removed and that of the respondent substituted against serial No. 44. We do not know

whether he made this application in his individual capacity or in his capacity as the Managing Director of the Pioneer Insurance Co Ltd Nagpur But it is not disputed before us that he was the Managing Director of the Pioneer Insurance Co That company which was the real elector but which could not exercise its privilege of voting except through a natural person, duly authorized by it to vote on its behalf had every interest in seeing that the name of the person authorized by it to vote on its behalf was entered in the last column of the electoral roll It is therefore quite possible that the Revising Authority, viz the District Judge Nagpur may have after such enquiries as he made in the case come to the conclusion that the application referred to above had been made to him by the company through its Managing Director to have the name of the person authorized by it to vote on its behalf substituted in place of the name of the applicant (Radhesham Wahi) and may have been as a result of his enquiries satisfied that the respondent and not Radhesham Wahi had been authorized by the company to vote on its behalf and may have accordingly ordered substitution of the respondent's name in place of Radhesham We do not know what process of reasoning he adopted in passing the final order It is, however clear that he had an application before him which he could and may have treated as an application on behalf of the Pioneer Insurance Company and as he acted on this application we are not prepared to hold that he acted without jurisdiction in passing the final order directing insertion of the respondent's name in place of Radhesham Wahi's name

But it is urged that to give the Revising Authority jurisdiction it is necessary that the person whose name is not on the preliminary roll and who wishes to have his name inserted therein must apply and that when such an application is before the Revising Authority then and then only that authority can order the insertion of that person's name in the electoral roll and not on the application of any other person But can a person whose name appears on the electoral roll and who finds that his age or address has been wrongly given therein not

apply to the Revising Authority to have the misdescription corrected? We do not doubt for one moment that such an application can be made. The application in question made by Radhesham Wahi was obviously an application of this description. He found that the name of the company had been correctly stated against serial No. 44 in the electoral roll but not the description of the person authorized by it to vote on its behalf, and therefore applied for correction of this misdescription, and the Revising Authority may have viewed his application in this light. It is therefore idle to urge that the Revising Authority acted without jurisdiction in ordering insertion of the name of the respondent in the electoral roll in place of Radhesham Wahi's name.

It is next urged on behalf of the petitioner that in dealing with the application made by Radhesham Wahi the District Judge, Nagpur, did not follow the procedure laid down in clause 8 (1) of the regulations framed under rule 9 (2) of the C. P. electoral rules and that consequently, under rule 44 (1) (c) of the said rules, the election of the respondent should be declared void. Assuming for the sake of argument that the District Judge, Nagpur, did not follow the correct procedure in trying Radhesham Wahi's application, we are of opinion that any irregularities which he may have committed in the exercise of his jurisdiction are not by themselves sufficient to vacate the final order which he passed in the case. In the full Bench case of *Hridayanath Roy v. Ramchandra Barua* (24 C. W. N. 723) Mookerjee, Acting C. J., has observed —

“Since jurisdiction is the power to hear and determine it does not depend either upon the regularity of the exercise of that power or upon the correctness of the decision pronounced, for the power to decide necessarily carries with it the power to decide wrongly as well as rightly. As an authority for this proposition, reference may be made to the celebrated dictum of Lord Hobhouse in *Malkarjun v. Narhari* (25 Bom. 337 at page 347) “a Court has jurisdiction to decide

wrong as well as right if he decides wrong the wronged party can only take the course prescribed by law for setting matters right and if that course is not taken the decision however wrong cannot be disturbed. Lord Hobhouse then added that though the Court had made a sad mistake in following the procedure adopted still in so doing the Court was exercising its jurisdiction and to treat such an error as destroying the jurisdiction of the Court was calculated to introduce great confusion into the administration of the law. The view that jurisdiction is entirely independent of the manner of its exercise and involves the power to decide either way upon the facts presented to the Court is manifestly well founded on principle and has been recognized and adopted elsewhere.

From the above remarks it is perfectly clear that where an officer has jurisdiction to decide a certain matter the contravention of certain rules framed in regulating his procedure in the exercise of his jurisdiction does not affect his jurisdiction and nullify his order. We have already held that the District Judge Nagpur had jurisdiction in the matter presented before him and we are of opinion that even if in exercising his jurisdiction he committed certain irregularities they do not afford any justification for ignoring his order and declaring it null and void.

Moreover sub-clause (3) of regulation 8 of the regulations framed under rule 9 (2) of the C. P. electoral rules says: "The Revising Authority after hearing the evidence if any adduced on behalf of the parties and after such further enquiry as he may deem necessary shall pass orders on the claim or objection and such order shall be final." Similarly rule 9 (3) of the said rules says: "The orders made by the Revising Authority shall be final and the electoral roll shall be amended in accordance therewith and shall as so amended be republished in such manner as the Local Government may prescribe." Sub-rule (4) says that the electoral roll shall come into force from the date of such

republished and shall continue in force for a period of three years. Now what is the meaning of saying that the orders of the Revising Authority are final and that the electoral roll as finally prepared and republished shall remain in force for three years from the date of its final publication? Can the Election Commissioners go behind the orders of the Revising Authority and the entries in the final electoral roll? We are of opinion that it is not open to the Election Commissioners to go behind the orders of the Revising Authority or the entries in the final electoral roll as amended in accordance therewith. In *Storace v. Jolliffe* (9 I. R. C. P. 734) it has been held that the register (electoral roll) is conclusive not only on the Returning Officer but also on every tribunal which has to enquire into elections except only in the case of persons prohibited from voting by any statute or by the common law of Parliament and persons who from some inherent or for the time immovable quality in themselves have not either by prohibition of statutes or at common law, the status of parliamentary electors such as peers women, persons holding certain offices or employments under the Crown, persons convicted of crimes which disqualify or the like. This case has been followed in the *Pembroke Boroughs case* (5 O. M. and H. 135) where Mr Justice Darling has observed (at pages 137 and 138) —

“And when you say that the register is conclusive as has often been said what you mean is this that it is conclusive that the people who are on it have the qualification which entitles them to be there. It may be that their names ought not to have been there but they were there at the time of this election, and I think they cannot be said to have been less a part of the register than the names of any other persons who may be on the register without a qualification’

Similarly Mr Justice Channell has observed in that case (*vide* page 144) —

“When it is said that the register is to be conclusive, what is meant is that the errors in it must stand

If it were always absolutely correct, there could be no importance in saying that it was to be conclusive. It seems to me that the policy of the Legislature has, from the time of the Reform Act of 1832, until the Ballot Act, been to make it necessary to raise all questions as to rights to vote in the Registration Court and to do this by preventing their being raised at any other time or in any other manner " (cf also Parker's Election Agent, 3rd edition, page 242, and Rogers on Elections, Vol II, 15th edition page 248)

The same view has been taken in the Indian election petition cases (1 I E P 52 at page 54, 1 I E P 177 at pages 179 and 180, 2 I E P 235 at page 245, 2 I E P 250 at page 257). We accordingly hold that the order of the Revising Authority directing the insertion of the respondent's name in place of Radhesham Wahi's name is final and binding on us and that we have no power to question its correctness or legality or the legality or correctness of the entry made in accordance therewith in the republished electoral roll.

We are also of opinion that the provisions of rule 44 (1) (c) of the C P electoral rules on which considerable stress was laid on behalf of the petitioners during the course of the arguments do not override, but are subject to the definite provisions of rule 9 (3) of the said rules which lay down that the orders of the Revising Authority are final. In this connection, the following observations made in the *North Bhagalpur* election petition case (1 I E P 52 at page 54) may be cited with advantage —

" Rule 42 (corresponding to rule 44 of the C P electoral rules) no doubt provides *inter alia* that if in the opinion of the Commissioners the result of the election has been materially affected by any non-compliance with the provisions of the Act or the rules and regulations made thereunder, the election of

the returned candidate shall be void. But the jurisdiction thereby granted is necessarily limited by the definite provisions of rule 9 (3) regarding the finality of the order of the Revising Officer, and we are satisfied that under this rule we are precluded from enquiring into the question of the respondent's possession of the necessary qualifications as a voter. We are confirmed in this view by the conviction that the Legislature cannot have contemplated the provision of the cumbrous and elaborate procedure of an Election Commission to determine simple questions of fact concerning the possession of such qualifications."

We agree with the above observations and hold that we are bound by the order of the Revising Authority.

Finally it was urged by Sir Moropant Joshi during the course of the arguments that it was open to him to show that the respondent had not been appointed by the Pioneer Insurance Co. Nagpur to vote on its behalf as the appointment of a person by a Company to vote on its behalf amounted to a personal qualification the absence of which could be proved in the case of an elector notwithstanding the order of the Revising Authority directing the insertion of the name of such elector in the electoral roll or the entry of such person's name in the roll. We do not agree with this contention. It is no doubt true that the statutory disability of a voter may be proved notwithstanding the entry of that voter's name in the electoral roll (*Stowe v Jolliffe* 9 L R C P 734). But we are not dealing at this stage with the question of the respondent's statutory disability. The question now before us is whether he possessed the qualifications necessary for being brought on the electoral roll of the Commerce and Industry constituency. The statutory disabilities of a candidate standing for election and of a voter are specified in rules 5 and 7 respectively of the C P electoral rules and the qualifications which a person must possess before his name can be brought on the electoral

roll are given in schedule II attached to the C P. electoral rules. In clause 10 of this schedule, the qualifications necessary for a voter in the Commerce and Industry constituency are specified. As to the possession of these and other qualifications mentioned in schedule II referred to above, the entry in the electoral roll is final and conclusive, though it does not entitle any one to vote who is suffering under a statutory disability. As pointed out by Mr Justice Channell in the *Pembroke Boroughs* case (5 O M and H 135 at page 142) —

“ It seems to me that case (*i e*, *Stoive v Joliffe*, 9 L. R. C. P 734) comes to this —The register is made conclusive as to qualification, but this does not entitle any one to vote who is by statute or the common law of Parliament prohibited from voting even when qualified. The prohibition must be something personal to themselves as said in the judgment, *not a matter going only to their qualification* ”

We therefore hold that the electoral roll is conclusive that the persons who are on it have the qualification which entitles them to be there

Our finding accordingly on the preliminary issue is that the electoral roll of the Commerce and Industry constituency, as revised in accordance with the order of the Revising Authority, is binding on the Election Commissioners, and that they cannot go behind it and question the legality or the correctness of the entries made therein

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R H MACNAIR,
President of the Election Commission.

N. D WADEGAONKAR,
F. RUSTAMJI,
Members.

CENTRAL PROVINCES (M. R)

*(Legislative Assembly)*Mr. ABDUL QADIR SIDDIQI *Petitioner,**versus*SYED ABUL HASAN NAIQI *Respondent.*

The petitioner was nominated by means of four nomination papers. On the date of the scrutiny, the Returning Officer rejected all these four nomination papers as invalid on the ground that they did not comply with the provisions of rule 11 (5) of the Legislative Assembly electoral rules. The result was that the respondent who was the only validly nominated candidate was declared duly elected as a member of the Indian Legislative Assembly under rule 14 (2) of the aforesaid rules. The petitioner has challenged the correctness of this decision by presenting this election petition.

The respondent raised two preliminary objections. His first contention was that an election petition could be made on one ground only, *viz.*, corrupt practice as defined in chapter IX-A of the Indian Penal Code, and he urged that as there was no allegation of corrupt practice on his party in the present petition, it was liable to be summarily dismissed. His next contention was that the decision given by the Returning Officer about the validity or otherwise of the nomination papers at the time of the scrutiny was final, and that the Election Commissioners could not go behind it and review it. Both these contentions were futile and untenable and the learned pleader for the respondent gave them up during the course of the arguments.

It was urged on behalf of the respondent that the Chief Secretary to the Local Government (who was the Returning Officer in this case) or the Local Government on whose behalf he was acting as a Returning Officer was a necessary party to this petition and that as neither of them had been impleaded as a party and as the time for joining them as a party had expired, the petition was liable to be summarily dismissed. It

was further urged that as the petitioner had withdrawn his deposit of Rs 500 after the rejection of his nomination papers, he had ceased to be a candidate from the moment of such withdrawal and that he was consequently not competent to make an election petition complaining against the rejection of his nomination. It was also contended that the petitioner, by withdrawing the deposit had accepted the decision of the Returning Officer rejecting his nomination and that he was therefore estopped from challenging the correctness of that decision. Lastly it was urged that the order of the Returning Officer rejecting the nomination papers of the petitioner was perfectly correct as the petitioner had failed to comply with the provisions of rule 11 (5) of the Legislative Assembly electoral rules by not filing a separate declaration of agency along with each of the four nomination papers presented by him.

Rule 3^d (1) of the Legislative Assembly electoral rules goes to show that an election petition is directed against a returned candidate. The primary object of the petitioner whether he is a defeated candidate or a voter in the constituency in filing such a petition is to unseat the returned candidate. He claims relief against nobody else except the returned candidate and it therefore follows that the only person who can be joined as a respondent is the candidate whose return or election is complained of in the election petition. No doubt rule 34 provides that where the petitioner in addition to calling in question the election, claims a declaration that he himself or any other candidate has been duly elected he shall join as respondents to his petition all other candidates who were nominated at the election. But in this case the petitioner does not claim a seat for himself, and the only person besides himself who was nominated as a candidate for the Central Provinces Muhammadan constituency was the respondent. Consequently, under the Legislative Assembly electoral rules it was neither necessary nor proper for him to make either the Local Government or the Returning Officer respondent to this petition.

In the *Rohthal* case (1 I E P 182 at 193), it has been observed that there is no provision in the Indian, as there is in the English, law for the Returning Officer being made a respondent in an election case, and we should like to add that there is no provision either in the English law, or in the Indian law, for the Government being joined as a respondent to an election petition. In fact, the learned pleader who argued this case on behalf of the respondent did not, during the course of his arguments, urge that the Local Government should have been joined as a respondent. What he, however, urged was that as the Returning Officer had *suo motu* given a decision against the petitioner, the petitioner should have made him a respondent. If this contention is accepted as sound, every Judge who decides a case against a litigant would be a necessary party to an appeal against his decree or order. But it is urged that while a Judge is a judicial officer a Returning Officer is not and is therefore a necessary party to an election petition which challenges the correctness of his order passed on the scrutiny of nomination papers. There is no substance in this contention. A Returning Officer is neither a purely ministerial officer nor a purely judicial officer. He partakes of both characters. For some purposes such as giving notices, providing polling stations, etc., he is merely a ministerial officer, for others, such as determining objections to nomination papers and ballot papers, he is a judicial officer (Parker's Election Agent 3rd edition page 61). Therefore, even according to the English law, under which it is necessary to make the Returning Officer a respondent in certain cases there must be an imputation of misconduct to justify his being made a respondent and it has been held that a *bona fide* though erroneous decision upon a point of law, *e g*, upon the validity of a nomination paper, is not a complaint of misconduct so as to justify his being joined as a respondent (*ibid* page 679). We accordingly overrule the contention of the respondent and hold that the Returning Officer was not a necessary party in this case.

The questions raised are (1) whether the petitioner ceased to be a candidate when he withdrew his deposit and is therefore incompetent to prosecute this petition, and (2) whether by withdrawing the deposit he has submitted to the decision of the Returning Officer and is now estopped from challenging its correctness. With reference to the first question, we may observe that there is no provision in the electoral rules to the effect that a candidate ceases to be a candidate as soon as he withdraws his deposit after his nomination is refused. On the contrary, rule 20 (b) of the Legislative Assembly electoral rules says that "candidate means a person who has been nominated as a candidate at an election or who claims that he has been so nominated or that his nomination has been improperly refused. The petitioner clearly comes within this definition as he claims that he was duly nominated and that his nomination was improperly refused by the Returning Officer. He had therefore every right to present this petition under rule 32, and the fact that he withdrew his deposit is no bar to his prosecuting it. Moreover, under rule 32 an election petition may be filed by any candidate or by an elector. The petitioner is admittedly an elector on the roll of the Central Provinces Muhammadan constituency, and even assuming for the sake of argument that he ceased to be a candidate by withdrawing his deposit, he did not surely cease to be an elector, and there is nothing in the rules to prevent us from treating his petition as having been made in that capacity. We therefore overrule the first contention.

The next question is whether the petitioner by withdrawing his deposit has acquiesced in the decision of the Returning Officer and is estopped from challenging its correctness. In our opinion, no question of acquiescence or estoppel arises in this case. In the first place, there can be no acquiescence when there is no option. Rule 12 (2) of the Legislative Assembly electoral rules says that if the nomination of a candidate is refused, his deposit *shall be returned to him*. Under this rule, the Returning Officer after rejecting the nomination of the petitioner called upon him to take back the deposit and the petitioner had to obey the

Returning Officer. We fail to see how by accepting the deposit under these circumstances, he can be regarded as having acquiesced in the order of the Returning Officer rejecting his nomination.

In *Gounda Ramanuj Das v. Ramcharan Das* (I L R 52 Cal 748 at 763), Page, J., has observed —

“Further, it must be borne in mind that estoppel by acquiescence connotes among other things that the person estopped in effect has represented to the person who is infringing his right that he is not entitled to complain that his right is being invaded, and that the party relying upon this representation has altered his position to his detriment under a mistaken impression that he was legally justified in acting as he had done.”

In the present case nobody infringed the right of the petitioner. The Returning Officer was bound to return the security deposit to him and he was entitled to receive it after his nomination was refused. He made no representation to anybody that he would not dispute the decision of the Returning Officer, nor did the respondent alter his position to his detriment after the deposit was paid back to the petitioner. That being so, it is idle to contend that the acceptance of the deposit by the petitioner estops him from prosecuting this petition. In *Midnapore South* case the pleas covered by issue No. 2 were raised and overruled (III E P 183 at 187 and 188). We agree with the view taken in that case and hold that the petitioner had a right to make this petition, notwithstanding the fact that he accepted the security deposit and that he is in no way estopped from prosecuting it.

It appears that on the 20th of October 1926 the petitioner filed four nomination papers and along with them, and not attached to any one of them, he filed a declaration appointing himself as his election agent for the election. On the following day, i.e., on the 21st October 1926 which was the date fixed for the scrutiny of nomination papers, the Returning Officer rejected all

these four nomination papers on the ground that the petitioner had failed to comply with the provisions of rule 11 (5) of the Legislative Assembly electoral rules. In doing so, he observed —

“Rule 11 (5) requires that each nomination paper shall be accompanied by a declaration regarding the election agent of the candidate. In the present case, had the single declaration which was received been attached in any way to any one of the nomination forms there would have been a compliance with rule 11 (5) as regards that particular nomination form. As the declaration was not attached to any nomination form but all were loose it cannot be said to which nomination (form?) the declaration pertained. I must therefore hold that Mr Siddiqi owing to this failure to comply with rule 11 (5) of the rules has not been duly nominated and I reject his nomination.”

The question now is whether the interpretation put upon rule 11 (5) by the Returning Officer is correct. We had occasion to interpret this rule in the election case of *Mathuradas Mohota** & *R B D Laxminarayan*. In that report we have given our reasons for holding that the view taken by the Returning Officer is not correct. We had the advantage of hearing a very elaborate argument on the point from the learned pleader for the respondent in this case. After giving our most careful consideration to the several points urged by him in his argument, we have come to the conclusion that the view already taken by us as to the interpretation to be put upon rule 11 (5) is sound and we see no reason to alter it.

When the petitioner filed four nomination papers and along with them a loose declaration of agency before the Returning Officer, there can be no doubt that his intention was that the declaration should be treated as an accompaniment to all the four nomination papers presented together. This is admitted by the respondent in his written statement, but he urges that though the declaration accompanied all the nomination paper's

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it did not accompany " every or each nomination paper as required by rule 11 (5) " To admit that a declaration accompanies all the nomination papers, and at the same time to urge that it does not accompany every one of those nomination papers is in our opinion a contradiction in terms We do not think there is any incongruity in a declaration being an accompaniment of all and every one of the nomination papers filed along with that declaration Accompaniment does not, in our opinion, convey any idea of exclusive appropriation of the thing accompanying to one thing only One thing can go in company with and form an accompaniment to several things taken separately What the learned pleader for the respondent wants us to do in order to justify his construction is to read the word 'separate' before the word "declaration" occurring in the second line of rule 11 (5) We do not think we can add any word to or take away any word from the language of a statute for the purpose of putting upon it a meaning which it does not itself convey but which is sought to be put upon it by the respondent In Maxwell on the Interpretation of Statutes (6th edition, page 25) it has been observed that nothing is to be added to or to be taken away from a statute unless there are adequate grounds to justify the inference that the Legislature intended something which it omitted to express No adequate grounds have been urged in the present case to justify any such inference, and we therefore think that it would be a wrong thing to read the word 'separate' before the word 'declaration' when the Legislature has deliberately omitted to use that word

Moreover we are of opinion that if two constructions of sub rule (5), rule 11 are possible, the petitioner who, relying on one construction filed his nomination papers in a batch along with one declaration cannot be said to have acted in contravention of the said sub rule Besides, we hold that the construction which the petitioner has put on rule 11 (5) is more reasonable and equitable and harmonises better with the intention of the Legislature In this connection, we should like to point out that

the object of the Legislature in insisting on the filing of a declaration of agency by a candidate for election is obviously to enable it to allocate definite responsibility for the conduct of the election especially with a view to the prevention of any corrupt practices (Hammond's Indian Candidate page 40) and that object is surely accomplished when a candidate files one declaration of agency along with the nomination papers filed by him in a batch. Where is the necessity or propriety of requiring a separate declaration of agency along with each nomination paper in such a case when a single declaration filed along with the nomination papers presented together would fully accomplish the object which the Legislature has in view? It may be said that probably the Legislature intended that the record of every nomination paper should be complete in itself so that the Returning Officer may not have to refer to the record of any other nomination paper to adjudge its validity. But a reference to other nomination papers would be unavoidable in case an objection to the validity of a nomination paper is taken under 11 (4) read with regulation 4 (2) (B) of the regulations framed under rule 15 (*vide* page 68 of the Legislative Assembly electoral rules and regulations) and there is consequently no substance in the *aforsaid* contention.

In this connection we may also point out that under the old Legislative Assembly electoral rules which were in force in 1920 it was enough for a candidate to file a declaration of agency on or before the date fixed for the nomination of candidates and it was not necessary for him to file it along with his nomination paper or papers. That rule has been replaced by rule 11 (5) of the new rules which requires that every nomination paper delivered under sub-rule (3) of rule 11 shall be accompanied by a declaration of agency and that no candidate shall be deemed to be duly nominated unless such declaration is delivered along with the nomination paper. We do not know why this new sub-rule was substituted for the corresponding old rule. But this new sub-rule (5) read with sub-rule (3) of rule 11 appears to show that it was primarily intended to provide for the case of a nomination

paper" (i.e., a single nomination paper) filed by or on behalf of a candidate and was not, it would seem, intended to cover the case of more nomination papers than one filed by him or on his behalf. In other words, the expressions "every nomination paper" and "the nomination paper" occurring in sub rule (5) were intended to refer to "a nomination paper" filed by or on behalf of each individual candidate and not to every one of the several nomination papers filed by him or on his behalf. If this view is correct, the only reasonable way to interpret sub rule (5) so as to make it applicable also to cases in which more nomination papers than one are filed by or on behalf of a candidate, is to hold that each separate delivery of a nomination paper or papers should be accompanied by a declaration of agency. Any other interpretation of the rule would cause unnecessary hardship. We accordingly hold that having due regard to the history of rule 11 (5) and the intention of the Legislature in requiring a declaration of agency from a candidate for election, we shall not be justified in interpreting rule 11 (5) to mean that where a candidate files a number of nomination papers together, he must file along with them as many declarations of agency as there are nomination papers.

As it is admitted that the nomination papers filed by the petitioner are valid in every other respect except in respect of complying with the provisions of rule 11 (5) and as we have held that there was no failure in complying with rule 11 (5) we hold that the petitioner was duly nominated and that the Returning Officer was wrong in rejecting his nomination and in declaring the respondent duly elected under 14 (2).

R MACNAIR

President

N D WADEGAONKAR,

F RUSTOMJI,

Members

Dated Nagpur, the 2nd April 1927

DIBRUGARH (N. M. R.)

SRIJUT LAKHESWAR BAROOAH, B L .. *Petitioner,*
Versus

SRIJUT NILMONI PHUKAN, B A . *Respondent*

The petitioner seeks to have the election declared void on the ground that the result of the election has been materially affected by non compliance with certain rules and regulations made under the Act

The issues for consideration were whether there was a non-compliance with any of the rules or regulations made under the Act, and, if so, whether the result of the election was materially affected by such non compliance

The Returning Officer stated that he found it necessary to publish the date and time and place of voting through the mauzadars* as is usually done, but in the Khowang district of the electorate there was no such publication. There was therefore in this case a breach of rule 11 (2) (c) and regulation 17 made under the Act, inasmuch as the date and time and place of the poll was not published (as required by the Local Government), at a place in the constituency, at which Returning Officer considered this information should be published

The names of 69 voters, whose polling station was Moran, were not in the first instance, included in the list of voters with which the polling officer there was provided. 50 of these voters came to vote for Srijut Lakheswar Barooah, but none of them were allowed to vote until 4 P M, after the list containing their names had been received by the presiding officer. By that time 36 or 38 of them had gone away. These voters would most probably have voted had the list containing their names been with the presiding officer during the whole period (from 10 A M. to 5 P M) fixed for the poll.

Again the names of 296 voters, whose polling station was Tinkhong lower primary school, were omitted from the list of voters supplied to the presiding officer there. Their names were on the electoral roll for Jaipur and the list containing them was sent to Jaipur by mistake. Of these voters about 200 (as appears

* Officers who collect Government revenue

from the evidence and the written statements filed) attended to vote for the petitioner, but they were not allowed to vote inasmuch as their names were not on the list of voters supplied to the polling officer at their polling station which was Tinkhong lower primary school as they are residents of Tinkhong mauza for the whole of which this was the polling station

In these two cases there was a breach of regulation 22 of the Assam electoral regulations which lays down that the Returning Officer shall provide at each polling station copies of the electoral roll or of such part thereof as contains the names of the electors entitled to vote at such station

The petitioner has not shown that the result of the election was materially affected by non publication of the date place and time of the election under rule 11 (2) (c) and regulation 17 through the mauzadar inasmuch as the evidence shows that this information was fully published by the candidates themselves and there is no evidence that any electors and if so how many failed to vote for the petitioner owing to such non publication

The petitioner has however succeeded in showing that the result of the election was materially affected by the breaches of regulation 22 referred to above inasmuch as about 36 voters who attended to vote for him at Moran and about 200 who attended to vote for him at Tinkhong lower primary school were unable to vote Had these electors been able to vote the result of the election would we think have been materially affected inasmuch as the majority of votes secured by the successful candidate was only 154

The election of Sriyut Nilmoni Phukan B A as member for the Assam Legislative Council for the Non Muhammadan Rural Constituency of Dibrugarh is therefore declared void under rule 44 (c) of the Assam electoral rules

The parties should bear their own costs

R E JACK

J BAROOAH

R N PHUKAN.

The 27th January 1927

CASE No XV

FARRUKHABAD DISTRICT (N M. R.).

RAI BAHADUR SARUP NARAIN *Petitioner,*

Versus

(1) LIEUTENANT RAJA DURGA NARAIN SINGH OF TIRWA,

AND

(2) BABU BINDRABAN KATIAR. *Respondent*

The petition contained allegations of personation, undue influence, the publication of false statements in favour of the respondent and of other false statements against the petitioner, treating intimidation, bribery, the use of hired conveyances the working of district board servants for the respondent No 1, the publication of notices without the names and addresses of the publishers and the incorrect and false return of the election expenses of respondent No 1 in material particulars, and prayed for the seat

Respondent No 2 was absent and took no part in the enquiry Respondent No 1 filed a written statement and a recriminatory petition under electoral rule 42 He charged the petitioner with personation bribery and treating and undue influence

Evidence was produced in support of four cases of personation At the Tajpur polling station, Kedar Singh was alleged to have personated his brother Dip Singh, Sarnam Singh personated Bachan Singh and Champat Singh personated Ram Singh All these persons were identified at the polling station by Bhagwan Din an agent of the respondent

Kedar Singh deposed that Bhagwan Din visited his village several times for the purpose of canvassing for the respondent, and that on the morning of the polling day he enquired about his brother Dip Singh He at first hesitated to cast a vote for his brother Dip Singh, as he was not a voter, but on being assured by Bhagwan Din that there was no harm in doing so, he went to the polling station in the company of Sarnam Singh and Champat Singh, and obtained a signature slip from the clerk on being identified by Bhagwan Din He then went to the polling officer, secured a ballot paper and cast his vote for the respondent

A patwari deposed that the three men named told him that they had given votes in place of other people. The Commissioners found that the three persons Dedar Singh, Sarnam Singh and Champat Singh had falsely personated three other electors and that Bhagwan Din knowingly identified the former as being the real voters and accordingly abetted the offence of personation.

"It has been contended on behalf of the respondent No. 1 that the identification by Bhagwan Din of Kedar Singh, Sarnam Singh and Champat Singh was in good faith after making proper inquiries from the villagers of Mandal Shankerpur, and, therefore, he cannot be guilty of the offence of abetment of false personation. We do not accept their contention, and we have already held that Bhagwan Din was fully aware that Kedar Singh, Sarnam Singh and Champat Singh were not the real voters. Further the duties of Bhagwan Din at the polling station are defined by regulation 21 of the regulations for the election of members of the Legislative Council of the United Provinces published by the Local Government. The regulation lays down that "every signature or thumb impression so made shall be attested by any candidate or his representative as aforesaid who may be able to recognize the voters." Bhagwan Din was the representative of the respondent No. 1 at the polling station and it was his duty to acquaint himself with the rules and with his duties. According to his statement, he had no personal knowledge of Kedar Singh, Sarnam Singh or Champat Singh and there was no justification, therefore, for his identifying them. We find support for this view from the *Jaunpur* case reported in Hammond's Indian Election Petitions, Volume I at page 117.

There is abundant evidence on the record to prove that one Jai Jai Ram personated his deceased father Ram Lal shown as voter No. 272 on the electoral roll.

An agent of the respondent was present at the polling station and saw one Padam Deo Narain Singh bring Jai Jai Ram to the clerk issuing the identification slip. This agent, after

Jai Jai Ram had asked for a ballot paper informed the polling officer that the elector's name was Jai Jai Ram and that he was attempting to vote in the place of his father Ram Lal. He also presented a written complaint to that effect.

The Commissioners found that Padam Deo Narain Singh was a servant of the respondent was working in his election office and acted as his polling agent at Fatchgarh and that he was receiving voters on the road and was directing them to the respondent's office where they were given number slips which they took to the clerk and obtained their identification slips. The Commissioners commented on the fact that the respondent's agents at the polling booth made no attempt to controvert the statement or charge brought by Brij Nandan Lal against them and held that this omission indicates that Jai Jai Ram was produced by Padam Deo Narain Singh an agent of the respondent for the purpose of falsely personating his father.

In the matter of undue influence it was alleged by the petitioner that the respondent obtained a large number of votes by exercising undue influence through Nawab Muhammad Sultan Sri Ram (the head of Bindraban Gurukul) Tilak Singh Bachan Singh and Banwari Lal. We may note at the outset that it is not every influence which is corrupt within the meaning of the electoral rules. Influence or persuasions can validly be exercised by one person upon another. It is only when the element of compulsion comes in that the influence becomes illegal. We may observe that in the case of bribery too persuasion is exercised but compulsion is wanting. The man bribed is selling his right of free voting willingly and voluntarily without any threat force or violence brought to bear upon him but in the case of undue influence the exercise of free will is taken away. In order to avoid an election on the ground of undue influence it must be shown that threat or violence was instigated by the candidate or his agents for whom he is responsible or it must be shown that it was to such an extent as to prevent the election from being an entirely free election. It is therefore only undue

influence" which is illegal Willes, J, in *Lichfield* (I O M and H, 28) observes that "The law cannot strike at the existence of influence. The law can no more take away from a man who has property or who can give employment the insensible but powerful influence he has over those whom, if he has a heart, he can benefit by the proper use of his wealth than the law could take away his honesty, his good feeling his courage his good looks, or any other qualities which give a man influence over his fellows. It is the abuse of influence with which alone the law can deal. Influence cannot be said to be abused, because it exists and operates. Hammond in his *Indian Candidate and Returning Officer* says at the bottom of page 113, that the large landowner, the commercial magnate, or the successful lawyer, must inevitably be men of 'influence. It is only if they exercise that influence corruptly so that something is done or prevented which the law desires should not or should be done that they are guilty of a corrupt practice. Now, keeping in view the above considerations let us examine the facts of each case of undue influence alleged by the petitioner.

Nawab Muhammad Sultan is a zemindar, an Honorary Munsif and an Honorary Magistrate of the first class. He deposes that twice or thrice the respondent No 1 came to him before the election and asked him to try that his tenants might vote for him and that he directed the karindas that his tenants should give votes for the respondent. There is no satisfactory evidence on the record to show that any compulsion was brought to bear upon Nawab Muhammad Sultan or his tenants to vote for the respondent. The petitioner has not produced a single voter to establish that undue influence was exercised upon him in order to give vote for the respondent. Further, we are not prepared to believe Nawab Muhammad Sultan that he actually spoke to his karindas to direct the tenants to vote for the respondent No 1. Nawab Muhammad Sultan's promises of help to the respondent were unreal and hollow, and he never meant to fulfil them. He admits that he was not pleased with the respondent's work in the last Council, as he had been opposing the

cause of the zamindars and upholding that of the tenants He also says that in his heart he did not wish that the respondent should be re-elected as a member of the Council He inwardly being opposed to the re-election of the respondent would we are sure never have given any help to him by directing his (Nawab Muhammad Sultan's) tenants to vote for him (respondent) We find that no undue influence was exercised upon Nawab Muhammad Sultan or his tenants by respondent

It is alleged by the petitioner that undue influence was exercised by respondent over Arya Samajists through Sri Ram the head of Bindraban Gurukul Sri Ram has been cited by the petitioner His statement is that the respondent did not exercise any undue influence over Arya Samajists through him There is no evidence on the record to point out that Sri Ram influenced any Arya Samajist for voting for the respondent No 1 On the other hand Sri Ram asserts that the Arya Samajists of the United Provinces have no personal concern with him

It is asserted by the petitioner that Tilak Singh as an Honorary Magistrate exercised illegal influence over the voters residing within his magisterial jurisdiction Two witnesses have been cited in support of this assertion Shaukat Ali states that Tilak Singh visited village Talgram before the election and threatened the voters with imprisonment if they did not vote for the respondent We place no reliance on the evidence of this witness In cross examination he says that Tilak Singh threatened Shamle, Kesri and Chheda Kachhis but admits that the threat was not held out in his presence and that he had heard of it from the Kachhis Gur Dial deposes that Tilak Singh called zamindars and tenants of various villages and asked them to vote for the respondent and threatened that if they would not do so he would become angry with them He states in cross examination that when Tilak Singh had asked men to vote for the respondent it was a mela day and about 300 men were present We do not think it probable that Tilak Singh would hold out threats to the voters in the presence of such a large number of persons The statement of this witness cannot be credited because he is a

professional witness and has given evidence hundreds of times in court. The respondent No 1 has examined Tilak Singh. He vehemently asserts that it is absolutely false that he exercised undue influence over tenants for voting for the respondent. We hold that the petitioner has failed to prove that any undue influence was exercised over voters through Tilak Singh.

The Commissioners held that certain alleged laudatory statements made by the respondent in his own favour did not come within the purview of the definition of publication of false statements as given in paragraph 4 part I of schedule V of the electoral rules. It was said that he falsely gave out that he got a senior doctor stationed at Farrukhabad that he was responsible for the building of a passenger shed at the railway station at Farrukhabad and that he was a congressman. The Commissioners held that only such false statements fall within the definition as are reasonably calculated to prejudice the prospects of such candidate's election. Now in the present case the false statements in question are alleged to have been made in respect of the conduct of the respondent in order to raise him in the estimation of a certain class of voters and thus improve and not prejudice his prospects. The alleged statements do not therefore fall within the above definition.

The list of particulars contained several alleged false statements against the petitioner.

It has been said that the respondent falsely stated against the petitioner that he had (a) dismissed a large number of municipal servants (b) dissolved many municipal schools and thus saved the boys from the trouble of having to read (c) imposed a tax on dogs and sent those who did not pay tax to the other world (d) removed many lanterns and reduced the supply of oil so much so that the municipal lanterns went out at midnight (e) charged Rs 13 from the Ramlila committee Farrukhabad for watering the streets at the time of Ramlila, (f) became a service disaster (g) not got the roads repaired in rainy season but got the dry road prepared to

enable the voters to go to the booths without bumping", (h) 'got a meat shop opened at Farrukhabad in front of a Thakur dvara" and (i) been "an enemy of the Congress' These charges were published in a leaflet. The case of the petitioner is that the respondent got the leaflet printed. The respondent denies its publication. The original of the leaflet is in the handwriting of Jagat Narain Sharma. The final proof was corrected by Jagat Narain Sharma and there is an endorsement on it for the printing of 1 000 copies. Jagat Narain Sharma was, no doubt the agent of respondent for doing election work. He admits that the respondent engaged him for election purposes and he worked three hours daily for him. Kedar Nath a witness of the respondent No. 1 deposes that Jagat Narain Sharma was canvassing for the respondent No. 1 in Farrukhabad. Kesho Ram Tandon Managing Agent of Fine Arts Press states that Jagat Narain Sharma was a clerk of the respondent and writing leaflets and correcting proofs in his (Kesho Ram Tandon's) office. He further says that the printing charges of similar leaflets were paid by the respondent. It has been contended on behalf of the respondent that there is no delivery voucher on the record to show that the respondent had ordered the publication of the leaflet. We find that some delivery vouchers have not been filed in this case by the respondent No. 1 and one of them may be the delivery voucher of leaflets similar to this. We have no hesitation in coming to the conclusion that Jagat Narain Sharma was the agent of the respondent No. 1 for election purposes and that the leaflet was published by the respondent.

As regards the statements of the dismissal of a large number of municipal servants the closing of municipal schools the imposition of dog tax the removal of street lanterns and the reduction in the supply of oil the charging of sum of money from the Farrukhabad Ramlila Committee for watering streets and the repairing of the road, we find that they are substantially true. The report of the municipal retrenchment committee and other documents of the municipal board on the record show that it had been resolved to make the reductions complained of.

Now the question arises whether the statements in question refer to the personal character or personal conduct of the petitioner or are statements in relation to his public character. It appears that on the publication of the leaflet the petitioner published a rejoinder. The petitioner states in it that all the acts complained of were done by the municipal board and nothing was done by him in his personal capacity. In his petition too he states that it was alleged against him by the respondent that many wrongful acts were done by him as chairman of the municipal board. After full consideration of the matter we find that the above mentioned statements are not false and they relate to the public character of the petitioner and not to his personal character or conduct as contemplated by paragraph 4 part I of schedule V of the electoral rules.

The statement regarding the opening of the meat shop in Mohalla Bazaria is however not false. There is abundant evidence on the record to show that a meat shop was sanctioned by the municipal board to be opened in Mohalla Bazaria. It seems to us wrong for the petitioner to assert that the respondent published that the petitioner got the meat shop opened. On perusing the leaflet we find that the petitioner has not been made personally responsible for the opening of the meat shop but that during the tenure of his office as chairman the meat shop was permitted to be opened by the municipal board.

Another false statement was the publication by the respondent of the alleged withdrawal of the petitioner. Evidence proved that one Tilakdhari Singh, manager and agent of the respondent, sent several identical telegrams to seven other agents of the respondent at seven different places. The telegrams were as follows —

‘ Let our workers request Babu Sarup Narayan’s supporters to vote for Raja Sahib in case he retires and his men demand support for Bindraban.

Tilakdhari Singh in evidence stated that from certain conversation he inferred that the petitioner might withdraw from

his candidature and accordingly he informed his workers by telegrams to secure for the respondent votes that would have gone to the petitioner." The Commissioners state, "We are not satisfied with the explanation of Tilakdhari Singh. There was no justification for him to send out the telegrams. It was incumbent upon him to verify the truth of the statement before he had published it. The proper and reasonable course for him on learning of the alleged retirement of the petitioner was to make an inquiry at once from the petitioner, who was residing about four or five furlongs away from the respondent's house. If for some reason Tilakdhari Singh did not consider it proper to approach the petitioner for inquiry on this matter he should have satisfied himself from any other reliable source."

'We cannot expect that Tilakdhari Singh would be giving out in plain language that the petitioner had retired, but he couched his telegrams in such words as to convey an inference to his agents to publish that the petitioner had actually retired. We find from the numerous witnesses produced by the petitioner that as a matter of fact the respondent's agent took the meaning of the telegram in the sense that the petitioner had retired and widely circulated that rumour."

One Mashal Singh it was proved, wrote out a receipt on November the 24th 1926, charging ekka hire for his going out for giving information about the retirement of the petitioner. "The receipt distinctly shows that the instructions given to him were to proclaim that the petitioner would retire on the evening of November 25th 1926. The receipt was written soon after the publication of the statement of the withdrawal and is a strong piece of evidence of such publication. We find that the statement published by Tilakdhari Singh, an agent of the respondent, that the petitioner had retired, was false and was calculated to prejudice the prospects of the petitioner's election."

As regards the charge of treating it was proved that a *nau-tanki* was held at Kanauj in the presence of the respondent and at his instance in order to induce the voters to vote for him.

It was argued that the performance of a *noutanki* does not come within the definition of treating inasmuch as no food, drink, entertainment or provision was served in it. "It has been urged that "treating" essentially consists in "getting at the voters through their mouths and through their stomachs." In our opinion, it is putting a narrow meaning upon the word "entertainment." "Entertainment" may not be through mouths and stomachs only but by other senses, such as eyes and ears. The meaning of the word "entertainment" as given in Chambers' English dictionary includes "a performance which delights." *Noutanki* is a performance consisting of singing and dancing accompanied by music, and, therefore, comes within the ordinary meaning of the word "entertainment." We think that the word "entertainment" as used in the definition of treating connotes the ordinary and not any restricted meaning of the word. In view of this finding, we hold that the holding of the *noutanki* was another instance of a corrupt practice committed by the respondent.

The respondent is further charged with paying money to the Ramlila committees at Kanauj, Chhibramau and Kampil with the object of obtaining votes in his favour. The petitioner gave up the charge so far as it related to Kampil. It has been admitted by the respondent No. 1 that on his behalf, in 1926, Rs. 100 were paid to the Kanauj Ramlila committee and another donation of Rs. 51 with a sum of Rs. 25 in advance as subscription for the following year, was given to the Chhibramau Ramlila committee, but it is contended that they were given as harmless and innocent charities. It is sometimes difficult in connection with corrupt practices to state when charity ends and bribery begins. In *Plymouth* case (III, O'M and H, 109) Lush, J., said "It is obvious that what are called charitable gifts may be nothing more than a specious and settled form of bribery, a pretext adopted to veil the corrupt practice of gaining or securing the votes of the recipients. And if this is found to be an object of the donor, it matters not under what pretext in what form, to what person, or through whose hands the gift may be bestowed

or whether it has proved successful in gaining the desired object or not. On the other hand, a gift may purely be what it professes to be, the off spring of a purely benevolent impulse, and if this be its character, it matters not whether the recipient makes a good or bad use of it, or what its effects may be upon him. A motive originally pure cannot become corrupt by reason of a misuse of what was intended to be a benefit. All we can say is that a charitable gift, however injudicious it may be, is harmless in the eye of the law, whatever its effect may be upon the recipients, and certainly it is not bribery." In a latter case of *Salisbury*, (IV O M and H, page 28) it has been observed that in each case the question arises whether the distribution of charity was done honestly, or whether it was done corruptly and that we must take the whole of the evidence into consideration, and enquire whether the governing principle in the mind of the man who makes such gifts was that he was doing something with a view to corrupt the voters, or whether he was doing something which was a mere act of kindness or charity.

In the cases before us we are inclined to think that the gifts made to the Ramlila committees were not made honestly by way of charity. It appears from the evidence that after the donation of Rs 100 was given to the Kanauj Ramlila committee it was announced that the gift was intended for securing votes for the respondent as he had done meritorious work in the Council and had got a road constructed. The respondent had never before given any donation to the Kanauj Ramlila committee. He gave this donation during the election campaign and this generosity cannot be the outcome of any other object but to gain voters for himself.

As sum of Rs 51 was given by Kundan Singh's donation in 1926 to the Chhibramau Ramlila committee and Rs 25 were given in advance for the next year. In this case, too, we find that never before any donation was given to the Chhibramau Ramlila committee. Further, we notice that Rs 25 were paid in advance as donation for the next year. Such generosity is rather unusual. We do not think that the donations were given

with the object of popularizing the respondent or by way of charity but they were mainly with the object of influencing the election. Accordingly we find that the petitioner has succeeded in establishing that the respondent is guilty of corrupt practice of bribery by his agent Kundan Singh.

A riot took place in the city of Farrukhabad between the Hindus and the Muhammadans. Some Hindus were arrested and put in the lock up. It appears that some Hindu citizens of Farrukhabad collected subscriptions to the extent of about Rs 22 000 for the defence of the case. It is alleged by the petitioner that the respondent subscribed Rs 500 for the defence of the case and paid Rs 50 for feeding the under trial Hindu prisoners.

It is admitted by the respondent that he gave Rs 50 for the feeding of the under trial Hindu prisoners of the riot case. In our opinion the giving of such a small sum of money cannot be said to have been made with the object of influencing voters. A calamity had fallen on some of the Hindus and a man of the respondent's position must contribute.

The remarks of Mr Baron Pollock in the *St George's Division* case (5 O M and H page 96) may profitably be cited here. In that case an attempt was made by the local authorities to prevent persons placing stalls on the footways in the metropolitan area. The coster mongers who were largely represented in the constituency became alarmed and a meeting was held at which a defence union was formed. The respondent took the chair and subscribed five guineas to the funds of the union.

As to this Baron Pollock said. It seems to us impossible to consider this subscription of five guineas as a bribe. If ever there was an occasion where a member for a borough or a candidate would be justified in assisting a body of persons living in the borough to maintain their just rights it seems to us that this was the case. If the conviction had been upheld many hundreds of persons earning an honest livelihood by the sale of goods in the streets in various parts of London would have been compelled

to find some other means of maintaining themselves, and we think it is a perfectly legitimate thing for a candidate to lend assistance to a body of poor people in the constituency he seeks to represent at a time when they may have reason to apprehend that legal proceedings will be taken against them and it may become necessary for them to raise funds to defend their just rights. In our opinion there is a complete absence of any suspicion of corrupt motive. We agree with this view.

We therefore decide this issue against the petitioner.

The last charge of bribery was that an agent of the respondent named Thakur Tilak Singh offered a piece of land to one Maiku of Umrapur in order to secure his vote. It was admitted that Tilak Singh was canvassing for the respondent. He was thus a *de facto* agent of the respondent, who never repudiated his actions and adopted him as his agent.

The first point is whether Tilak Singh was an agent of the respondent. He has been examined by the respondent. He admits that he had asked a number of persons to vote for the respondent, that he had been to the villages in the neighbourhood of his village for asking voters to vote for the respondent No. 1 and explained to the tenants the services he (respondent No. 1) had rendered and that he was the polling agent of the respondent No. 1 at the Talgram polling station. He clearly admits in cross-examination that he was canvassing for the respondent to his knowledge in the election of 1926. He was thus a *de facto* agent of the respondent who never repudiated his actions and adopted him as his agent. It is true that there is no direct proof of his actual appointment as an agent, but the law of agency in election goes much further than the ordinary law of principal and agent. Where there is no express appointment, the agency must be inferred from facts. We find that Tilak Singh had close connection with the respondent and was in fact canvassing for the respondent to his knowledge and acted as his polling agent. We therefore have no hesitation in holding that Tilak Singh was an agent of the respondent.

The next point for determination is whether Tilak Singh offered a piece of land to Maiku of Umrapur in order that he might vote and secure votes for the respondent. Tilak Singh admits in his deposition before us that he promised Maiku to have the land given to him by the respondent if he continued canvassing for him. A document was exhibited which was a report by Tilak Singh as an honorary magistrate in connection with an application for the transfer of a case pending in his Court, and in it he writes that he promised to have a piece of land given by the respondent to Maiku on condition that Maiku tried his best to secure all the Kisan votes of the neighbouring villages for the respondent. We, therefore, feel no hesitation in coming to the conclusion that Tilak Singh promised to have a piece of land given to Maiku from the respondent on condition that the former tried to secure votes for the latter.

It has been urged on behalf of the respondent that the offer of the piece of land to Maiku was a remuneration for his canvassing for the respondent and not a bribe. We do not agree with this argument. The employment of Maiku was not that of a paid canvasser. He was asked to exercise his influence among the Kisan voters because he had influence among them. It has come out in the evidence of Tilak Singh that he knew that Maiku was a man of influence among the tenants, and that by employing him to canvass for the respondent the latter would derive benefit. There is thus an introduction of an unfair element in the employment of Maiku and the remuneration offered to him was illegal. In our view, the offer of land was with a corrupt motive for Maiku to give and procure votes and was an act of bribery as defined in paragraph 1 part I of schedule V. In *Bareilly city case* (Indian Election Petitions Hammond Vol II page 28) it has been held that the withdrawal of a criminal case as a reward to a person for recording his vote and procuring votes for a candidate was an act of bribery.

We therefore, hold that the respondent is guilty of the offence of bribery by his agent Tilak Singh under part I of schedule V.

The petitioner enumerated the names of the drivers of elephants, carriages or motor cars and the amount paid to each. It was admitted by the respondent that the amounts mentioned were paid to the drivers but it was argued that payment "on account of conveyance" must be one chargeable for conveying the voters and not merely a payment as a tip or *bakhshis*, which is only a gratuity, and its payment cannot be said to be a payment on account of conveyance of voters. The Commissioners stated—

"In our opinion a payment of any kind to any person whatsoever for conveying an elector for the purpose of recording his vote is forbidden by the rule. It has been observed in Parker's Election Agent and Returning Officer (3rd edition, page 297) that 'under no pretence must any payment gift offer or promise, either in money or kind, be made by, or on behalf of, the candidate or his election agent to the coachman or driver, nor must any person be hired, or paid to drive a borrowed vehicle.' In our opinion the payment by the respondent to the driver is a corrupt practice as defined in paragraph 4 of part II of schedule V."

But the Commissioners also found that the result of the election was not materially affected by this corrupt practice nor by the omission of the names and addresses of the publishers of the nine leaflets as the petitioner had not placed any material before them for coming to the conclusion that if the leaflets had borne the names and addresses of the publishers the result of the election would have been different.

Considerable discussion took place regarding the return of the respondent's election expenses which were impugned by the petitioner. It was urged on behalf of the respondent that the election tribunal had no jurisdiction to go into the question of the falsity of or an irregular return of election expenses. That any falsity or irregularity in the return was not a corrupt practice as defined by the rules and it could not therefore void an election. Lastly, that only those items in the return could be considered which are specifically mentioned in the particulars.

On the question of jurisdiction the Commissioners held that they had jurisdiction

"Rule 5 (4) lays down that the disqualification of an elected member is to arise when the return lodged is found, either by the Commissioners holding an enquiry into the election or by a magistrate in a judicial proceeding, to be false in any material particular. Now, how can the Commissioners find a thing unless they enquire into it, and how can they enquire into it unless they have jurisdiction to do so? The intention of the law is, therefore, clear that the election Commissioners have the jurisdiction to go into the question of correctness or irregularity of the return of election expenses. This view of law has found favour in the *Attock* case (Hammond's Indian Election Petitions volume I page 19). In that case it was contended that the question of falsity of the return of election expenses could not be gone into by the election court. The learned Commissioners dealing with this point remarked that As regards the first of the arguments for the petitioner it is true that there is no specific provision under which we can report that an election should be declared void on the ground that a false return of election expenses has been made, but such an election could be avoided by a declaration, under rule 23 (1) present rule 25, that the seat of an elected person is vacant by reason of ineligibility arising out of the application of rule 5 (4). Unless the question of falsity of return is inquired into by this Commission, the only means by which the provisions of rule 5 (4) could become effective is an inquiry by a magistrate in a judicial proceeding. We do not consider that it would be right for us to leave such a matter to await the possible inauguration of judicial proceedings before a magistrate, and we look upon it as our duty to inquire into the question of this return. This question has come before us in the exercise of our powers under section 34 (2) (a) [present rule 36 (2)] under which all applications and proceedings in connection with the trial of a petition are to be dealt with and held by us. We think that the wording used in rule 5 (4) contemplates our inquiring into the matter now sought to be brought before us, and we find

that under Section 5 of the Indian Election Offences and Inquiries Act (XXXIX of 1920) we are empowered to summon and examine of our own motion any person whose evidence appears to us to be material " In our opinion, the Commissioners have laid down the correct view of law The law cannot mean anything else, otherwise the use of the words "by Commissioners" in rule 5 (4) would be meaningless We find that in *Amritsar City* (Hammond's Indian Election Petitions volume II, page 22) and in *Ferozepur* (Hammond's Indian Election Petitions, volume II, pages 132-133) the question of the falsity or otherwise of the return of election expenses was raised and considered If the Commissioners had no jurisdiction to entertain this matter, they would not have entered into it "

Regarding the question whether the filing of a false return is a corrupt practice, we find that it is not included among the corrupt practices enumerated in schedule V, it is an illegal practice In *Attock* case (Hammond's Indian Election Petitions, volume I, page 11), it has been observed that lodging a false return of election expenses is not a corrupt practice It will become a corrupt practice under schedule V, rule 5 when the Governor General in Council issues a notification under rule 20 of the electoral rules

As regards the question whether the lodging of a false return avoids the election, we find that it cannot be so under rule 44, but the effect of our finding that the return is false will be that the seat will become liable to vacation under rule 25

The last objection of the respondent No. 1 regarding the return of expenses is that only the particulars specifically stated in the petition, in respect of which it is said that the return is false, should be enquired into and no other In support of this view reliance has been placed on the *Hartlepool* case (6 O'M and H, page 7), where it has been observed that matters which have been discovered in the course of the case but not charged in the particulars should not be taken notice of In our opinion, we should be careful in applying the provisions of the English Law to Indian cases It has been remarked in the *Lahore* case

(Hammond's Indian Election Petitions, volume I, page 141) that "it may be true that Indian Election Law is based on English Election Statutes but it differs from English Law widely in numerous particulars and should be regarded as a separate *corpus*, the Indian Legislators having adopted some and discarded others of the English Election provisions. It seems to us that the Indian Legislature intended to make their statutory provisions complete in themselves and there is nothing whatever to indicate that there was any intention that the Indian courts should administer English Common Law provisions." In England falsity of the return of election expenses is by itself a statutory corrupt practice (*Vide* Hugh Fraser's Law of Parliamentary Elections and Election Petitions page 138, and Ward's Practice at Elections page 126). In India as we have said above, it is not a corrupt practice under the rule, it is only a non-compliance with the rules and the mandatory provisions of law but it entails disqualification and the consequent vacation of the seat. It is an illegality as distinguished from a corrupt practice. In England it is both a corrupt practice and an illegality. The Indian Legislature has adopted only a part of the English Law that makes the falsity of the return of election expenses an illegality and rejected the other part of it that makes it a corrupt practice also. Until a maximum is fixed by the Governor General, it is only an illegal practice.

Let us now consider what particulars are required to be stated in the petition. Rule 33 (1) provides that the petition shall contain a statement in concise form of the material facts on which the petitioner relies. Clause 2 of the rule lays down that the petition shall be accompanied by a list setting forth full particulars of any corrupt practice which the petitioner alleges. We thus observe that full particulars of a corrupt practice are required to be set forth and not of any illegality or non compliance or breach of the rules or regulations or any defect in the procedure. It is therefore not necessary that the particulars of a false return should be given in the petition. The return of election expenses is a document of the respondent and is or should

have been, prepared from properly kept accounts. There is nothing easier for an election agent, who has honestly kept the accounts, than to repudiate any charge on the ground of falsity by producing his account books and satisfying the court that he has been honest. The object of the particulars is only to prevent the other party from being taken by surprise. If the respondent has been honest, and has not incurred any expenditure contrary to law, and has kept a regular account of all expenses lawfully incurred, he could at once place his account books before the court to show that nothing was wrong. The respondent is therefore not taken by surprise if definite particulars are not stated in the petition in respect of which it is said that the return was false.

The Commissioners found that the return of election expenses lodged by the respondent was false in material particulars because it did not disclose the description of payees.

' The omission of the description of payees from the return of election expenses cannot be treated lightly. In *Amritsar* case (Hammond's I. E. P., II, p. 24) it has been remarked that " The election expenses afford a useful check on the methods employed in the conduct and management of an election, and the matter cannot be treated lightly. It has been recently held in England that an election court might void an election if the return of expenses has been carelessly prepared, even if no corrupt intention is proved."

" When the description of payees is omitted, it is impossible to find out to whom the money was really paid, as there are many persons of one name. It is clear that the description of payees has been omitted wilfully in order to conceal to whom the money was actually paid and make it not possible for any one to find out as to who were the persons who were really working for the respondent and on whom the money was actually spent. If the omission of the description of payees was merely accidental, nothing was easier for the respondent than to file the regular account books if any kept, and to satisfy us that the omission

of the description was only accidental, but no such attempt was made. No doubt, therefore, is left on our mind that the accounts were either not kept, or were kept in an irregular manner and contained illegal expenditures. The omission of description is a serious irregularity and cannot be ignored, as it would open the gates of fraud."

One Ram Din was paid Rs. 20 by the respondent for going to Fatehgarh to call on an individual and to persuade him not to work against the respondent. The Commissioners found that this payment was clearly an expenditure in connection with the election and should have found a place in the return.

"The second item is regarding the petrol supplied by the respondent to the cars borrowed on the election day for bringing voters to and taking them away from the polling booth. Drigpal Singh is the private secretary of the respondent. He stated that the petrol used in motor cars borrowed for conveying the voters to and from the election booths was supplied by the respondent. The price of petrol thus supplied is not mentioned in the return of election expenses. The question is whether such an expense should be entered in the return. Hammond in his Indian Candidate and Returning Officer at page 162 says that 'Any expenditure he (candidate) incurs on such (borrowed) motor cars should be shown in his election expenses.' We agree with this view."

The Commissioners found that certain men were salaried servants of the respondent but that one of them, the manager, exclusively worked for thirty days while two others in addition to their own duties as servants of the respondent, also worked for him in the election. Their salaries or part salaries for working in the election have not been shown in the return. The point for determination is whether they should have been recorded in the return. It has been contended on behalf of the respondent that Tilak Dhari Singh, Kundan Singh and Drigpal Singh were respondent's servants and were paid nothing extra for doing the work and, therefore, their ordinary salaries need not have been shown in the return of election expenses.

In our opinion all expenses incurred in connection with the election ought to have been shown in the return. It is an admitted fact that Tilak Dhari Singh exclusively worked for 30 days in connection with the election and did not do any other private work of the respondent. The remuneration paid for those 30 days cannot be held to have been paid to him as his salary as a manager. The payment must be as a reward or remuneration for his working in the election. Likewise the part salaries of Kundan Singh and Drigpal Singh for the periods they worked in connection with the election should have been shown in the return. It has been said in the *Amritsar City* case (Hammond's Election Petitions, Vol II, page 22) that "We think the respondent ought to have shown in his return all expenses in connection with his election, big or small, and the explanation that certain articles were taken from respondent's shop or house cannot be considered satisfactory. We also consider that if any men in the service of the respondent were put on election work, their wages for the period should have been shown in the return." In the *Hartlepool* case (O'M and H, Vol 6, page 6) Mr Justice Phillimore said "I am certainly inclined to think that if a business man takes his business clerks and employs them for election work which, if he had not business clerks, would be normally done by paid clerks he ought to return their salaries as part of his expenses, otherwise, a rich man, and above all a large employer, has a very considerable advantage over other candidates. The maximum limit of expenditure being equal for both, he can attribute to other matters than clerks a very much larger sum than his rival would be able to attribute." In our case no question of the maximum limit of expenditure arises, but the principle regarding the inclusion of the salaries of the servants applies equally, inasmuch as the return filed should be correct and should disclose all expenses incurred in furtherance of the election by whomsoever. The same view has been taken in the *Amritsar City* case (Hammond's Indian Election Petitions, Vol II, page 21). It has been remarked that "it is true that no maximum has yet been prescribed in India for the expenses which can be

incurred by a candidate. But the absence of such a maximum does not relieve a candidate from the necessity of compliance with the rule." In our opinion the salaries of Tilak Dhar Singh, Kundan Singh and Drigpal Singh for the period they worked in connection with the election of the respondent No. 1 should have been shown in the return.

The last item pressed before us in connection with the return of election expenses is the sums of money paid by Kundan Singh to the Ramhla Committees of Kanauj and Chhibramau. We have already held that the payments were not lawful expenses in connection with the election, but were given as bribes for inducing electors to vote for the respondent. Such sums of money need not have been shown in the return.

We, therefore, find that the return of election expenses lodged by the respondent No. 1 is false in the material particulars specified above and is not in the prescribed form, inasmuch as it does not disclose the description of the payees.

The petitioner has prayed for a declaration that he was duly elected, inasmuch as he secured the highest number of votes next to the respondent. The total number of voters in the Farrukhabad District Non Muhammadan Rural Constituency was 24,298. There were three candidates for the election, namely, the petitioner and the two respondents. The respondent obtained 11,119 votes, the petitioner 3,955 and the respondent No. 2 1,840. We have found that the charges of corrupt practices levelled against the respondent No. 1 have been brought home against him so as to render his election void, but it cannot be said with certainty that the petitioner would have been elected if the respondent No. 1 had been out of the contest. The votes given to the respondent No. 1 cannot be treated to have been merely thrown away. (See Hammond's Indian Election Petitions, Vol. II, pages 25, 41, 115 and 172.) The result is that a fresh election will be necessary.

The Commissioners found that the recriminatory petition had failed. There was not sufficient evidence to prove the distribution of sweets to the voters, and in the two cases of undue

influence they found that the evidence was insufficient to establish the charge, while in another case no specific mention was made of the person threatened and they "declined to take notice of a general charge" They concluded —

"We would, therefore, advise His Excellency the Governor by this report —

- (1) That the election of Lt Raja Durga Narain Singh, the returned candidate, be declared void,
- (2) That the petitioner's claim for a declaration that he himself has been duly elected be rejected,
- (3) That Lt Raja Durga Narain Singh, Bhagwan Din, Padam Deo Narain Singh, Kundan Singh, Thakur Tilak Dhari Singh, Thakur Tilak Singh and Debi Prashad have incurred the disqualifications referred to in rules 5 and 7 of the electoral rules, and
- (4) That we assess the costs at Rs 4,000 to be payable by the respondent to the petitioner "

(Sd) P K RAY—*President*

(Sd) HARI HAR PRASAD, }
(Sd) RUP KISHAN AGA, } *Commissioners*

Fatehgarh June 23rd 1927

KISTNA (N M. R) No 1

BOLBA VENTAKA SEHAYYA AND ANOTHER *Petitioner ,*
Versus

MIRZAPURAM RAJA GARU *alias* VENHATARAMAMYYA
 APPA RAO BAHADUR GARU AND OTHERS *Respondents*

19th March 1928

The chief interest of this inquiry will be found in the two annexures. A very lengthy petition alleged a large number of corrupt practices chiefly on the ground that the respondent exercised undue influence upon the voters of numerous places by his "influence as a *Zamindar*, his powers as president of the Kistna district board and his wealth." That he used his powers and authority as president of the board for his own end and corruptly and illegally employed the servants of the district board and taluk board under him. That he appointed several men to offices in the service of the district board just on the eve of the elections and made use of them as election agents for himself. That he also transferred or otherwise manipulated the staff of the district board and taluk board for the purpose of advancing his interests in the elections. Besides he 'held up the elections of the presidentships of certain taluk boards, and in the end ignoring the members already in existence, nominated men of his own liking and conferred upon them temporary presidentships on the condition of the nominees working and voting for him in the elections.'

Evidence was given to show that a schoolmaster named Battina Markandeyulu was transferred from Undi to Gudivada (although under orders of transfer to Idupagallu) for the express purpose of canvassing for the respondent among the Kalah community to which he belonged. In furtherance of this purpose he wrote certain letters. The first merely stated that their community should try to secure places on the local boards and concluded— it is not possible to write about certain matters in this letter. do not allow these matters to be known to a third person "

The second letter stated "The zemindar of Mirzapur who is president of the district board Kistna, is standing as a candidate at the Legislative Council election. He desires that the votes of the members of our community should be given to him. I have requested him to nominate you as a member of the district board. He sent for me again by telegram. For certain reasons Mareedu Gopayya had to be nominated in place of P Ramalingam Garu. The zemindar has written to me to see that you meet him at once."

The letter then proceeded to state that a thousand votes should be secured, and certain gratifications by way of schools and roads would be given. "I have spoken about this matter and shall inform you in person how it may be possible to get these things done."

The Commissioners recorded their opinion that "if responsibility for these letters could be brought home to the respondent they would undoubtedly go far towards invalidating his election. The only conclusion to which we can come is that the contents of these letters have not been proved, and the petitioners have gone out of their way to bring them into discredit." They found that the transfer and the promotion of the schoolmaster "was in the ordinary course of business." They also found that the nomination of new members of the board by the respondent was "a wise choice in the public interest which cannot be ascribed to any ulterior election motive."

As regards the appointment of a certain person as acting manager of the Kistna district board, the respondent produced evidence to show that he was a most suitable person to be appointed. The Commissioners found that if this man "was properly appointed his subsequent activities do not concern us. Various witnesses say that he canvassed, but even if he did let his zeal outrun his discretion, that is not a corrupt practice."

The only specific charge of gratification which the Commissioners found sufficiently established to require a rebutter was

that on the eve of the election the respondent and Mandala Ramaswami came to Kaza village and offered the villagers a culvert in exchange for their votes. " But it is proved that the culvert was already ordered by Mandala Ramaswami as president of the Taluk board before the visit, which was not on the eve of the election. The respondent may have expressed his sympathy with the proposal and may even have promised one A Srinamulu, that he would try and expedite it. But there is no reason to suggest that he made his good offices conditional upon getting the villagers' votes "

Delay in the local elections and the retention of the president during the interval before the district board was reconstituted was proved, but the Commissioners found that the delay was mostly on the part of Government, that the president was unanimously elected after the re constitution of the board and that his retention during the interval " seems to have been a natural act in the practical interests of the administration. If he and others in his position supported the respondent it cannot be described as a corrupt practice '

The Commissioners found that no corrupt practice had been proved to have been committed by the respondent or his agent, or with the connivance of the respondent or his agent, and that no corrupt practice had been proved to have been committed by any person.

As regards costs they recommended that a sum of Rs 1,000 be paid by the petitioners to the respondent, plus Rs 885 printing charges.

(Sd) G H B JACKSON

(Sd) K P LAKSHMANA RAO

(Sd) K S MENON

19th March 1928

A preliminary issue was raised for determination whether the petitioners were entitled to add new instances by way of further particulars to the general charges set forth in their petition. This was found in the negative as set forth in Annexure 1 to the report.

ANNEXURE 1

The preliminary issue for our determination is whether petitioners are entitled to add new instances by way of further particulars to the general charge of corruptly employing Board servants.

Subsequently an additional particular was appended "Matoti Satyanarayana, Headmaster, Kaikalur High School, canvassed," etc. and to this in the petition of 18th April 1927 respondent objects.

Rule 33 (2) of the Madras electoral rules provides that the petition shall be accompanied by a list setting forth full particulars of any corrupt practice which the petitioner alleges including as full a statement as possible of the names of the parties alleged to have committed any corrupt practice and the date and place of the commission of each such practice.

Then rule 33 (3) enacts that the Commissioners may allow the particulars in the said list to be amended or order such further and better particulars in regard to any matter referred to therein to be furnished.

The latter part of the rule does not concern us here. The name, date and place in regard to any particular in the list may be stated better or more fully.

The question is whether amending the particulars in the list means merely correcting them or may include adding to them by the substitution of entirely new particulars.

Divergent views on this point have been held in *Lahore* and *Bombay*. In *Lahore* (I E P Vol I) it was ruled (page 147) that petitioner could be allowed to give further details with regard to the instance referred to in the original list, but not to introduce fresh instances. "It would be straining the language of the rule to hold that the word 'particulars' includes fresh instances of a similar kind." In *Bombay** it was held (page 63) that the addition of further particulars of the same charge—personation with connivance

* *Bombay City I F I Vol II*

—does not constitute the making of a further charge of corrupt practices, but only gives further instances of the commission of the same charge . It is in fact an amendment of the particulars of the corrupt practice which was originally alleged

This would be quite comprehensible if ' particulars ' in this last sentence meant ' list of particulars ' which in some contexts it might mean . If the rule ran that the Commissioners could allow the list of particulars to be amended, then clearly, as the Bombay Commissioners observe, the particulars of the corrupt practice originally alleged might be added to by way of amending the list

The rule however does not say list of particulars but, in very precise terms, particulars included in the list . Adding to the particulars included in the list is not amending them, those original particulars are left just as they stood, quite unamended, but new ones are added . It may happen to be an amendment of the list but not of the particulars

English rulings in the matter are not of much assistance, because it is the Madras rule which we have to interpret, but as it is often the endeavour of the draftsman in India to reproduce the sense of the English Law, the accepted English interpretation should at least put us upon our guard if it ran counter to our view . This precise point with regard to particulars does not seem to arise in England . The general principle which the courts there follow is that no amendment can be allowed after the lapse of the prescribed time which would amount to constituting a new petition . To introduce what is substantially a new charge is not allowed (Rogers Volume III, 1906, page 290, *Maude and Lowley*, L R IX C P, 165) while the power to make amendments which presumably do not constitute a new charge is reserved in *Aldridge v Hurst* L J, Q B 45, at page 436 . If the Madras rule were to the effect that any amendment not constituting a new charge might be allowed, the English rulings would be directly in point . But as the language of the rule is otherwise, the English rulings are of little assistance . In Halsbury's ' Laws of England ' it is submitted that the court's power of amendment does not extend to adding a fresh instance not covered by the allegations in the petition . If allegations here mean particulars set forth in the schedule, this would conform to an interpretation of the Madras rule (Halsbury, Volume 12, page 413)

Whether with regard to rule 33 (2) a petitioner can subsequently add fresh particulars on the plea that this earlier statement was impossible, is not a question which we have to determine because there is no plea of impossibility before us. But it may be observed in this connection that under rule 33 (2) the petitioner has to set forth full particulars of any corrupt practice which he alleges, and it is only with reference to the name place or date that it is provided that his statement must be as full as possible. He may set forth that John Smith treated and plead that he found it impossible to get the name of William James whom he treated. He cannot plead that at the time of presenting his petition it was impossible to get any particulars of treating at all but subsequently he has discovered that John Smith treated. If that plea were allowed there would be no object in prescribing under rule 33 (2) a list setting forth full particulars. A list might be presented at any subsequent date with an affidavit alleging the impossibility of earlier discovery. And of course unless the general charge was a mere random shot, the petitioner must have known some particulars before making it. This covers the plea of the petitioners that in regard to alleged mal practices by agents he could not know whether the persons were agents till after the publication of the candidates expenses. A petitioner must state at the outset the particulars on which his allegations are based. If he subsequently finds that they are unfounded he can always amend such particulars by striking them out.

ANNEXURE 2

The question for determination is whether the petitioners are entitled to question the validity of the electoral roll as finally settled by the Revising Authorities.

In paragraph 5 of the petition it is alleged that in the Bezwada and Nuzvid divisions notably in the 1st respondent's zamindari of Mirzapur estate and in the villages amenable to the influence of himself and his zamindari and mokhasadar relatives and friends, persons not entitled to be on the electoral roll were introduced therein and consequently the voters of many villages were fictitiously increased in some cases to 15 or 20 times the number in the previous lists and that the total number of voters was thus augmented from about 1500 to between 3000 and 4000, a circumstance which is without parallel in any other taluk or division in the constituency.

and that the increase was illegal and improper in that the new voters are mostly members of joint families not holding pattas in their own names or possessing other qualifications and that in some place Christian voters were brought on the rural list and that the vast bulk if not all of these voters cast single votes for the 1st respondent that one of the candidates Mr C K Reddi objected to such an arbitrary expansion of voting lists before the Revising Authorities of Bezwada and Nuzvid composed of the Revenue Divisional Officer and two non officials but that the Board did not pay heed to the matter or correct the final lists as prayed for, and that accordingly the election of 1st respondent has been vitiated by the inclusion of unqualified persons as voters Some particulars were set forth in the list of particulars and on further particulars being ordered it was stated that the objection to the voters specified was that they do not possess the qualifications prescribed by the rules and not that they are subject to any disability stated in rule 7 of the Madras electoral rules

The returned candidate denies the allegations and it is urged on his behalf that the electoral roll is final and conclusive

The Christian voters alleged to have been brought on the roll are very few and even if their votes are struck off the result of the election would not be affected

It has therefore to be considered whether in respect of the other voters the improper entry of whose names is alleged to have been procured by the returned candidate it is open to us to go behind the electoral roll and inquire into the question of their possessing the necessary qualification

Procuring the improper entry of any name in the electoral roll is not an offence under the Indian Elections Offences and Inquiries Act 1920 nor is it a corrupt practice under the Madras electoral rule Under clauses (3) and (4) of rule 9 of the Madras electoral rules the orders of the revising authority are final and the electoral roll as amended in accordance therewith is to continue in force for a period of three years unless the Local Government directs the preparation of a fresh roll before the expiration of that period Then clause (1) of rule 10 provides that every person registered on the electoral roll for the time being in force for any constituency shall while so registered be entitled to vote at an election of a member or

members for that constituency if he is not subject to any disability stated in rule 7. It follows, therefore, that a person whose name is on the roll, whether rightly or wrongly, is entitled to vote, and clause (2) of rule 10 provides that his vote will be void only if he is proved to be subject to any disability. The effect of these rules is to make the electoral roll conclusive except in cases of disability set forth in rule 7, and to preclude us from enquiring into the question of a voter's possessing the necessary qualification. The matter is so obvious that it will be superfluous to refer to the numerous English and Indian decisions in which the same view has been taken.

It is, however, urged on behalf of the petitioners that the revising authorities did not scrutinize the claims of these persons for inclusion in the electoral roll properly and that clause (c) of rule 44 (1) which provides among other things that if in the opinion of the Commissioners the result of the election has been materially affected by any non-compliance with the provisions of the act or the rules and regulations made thereunder, the election of the returned candidate shall be void entitles us to go behind the electoral roll and inquire into the question. Under regulation 13 of the regulations for the preparation of the electoral roll, the revising authorities have to make such inquiry as they think fit, and it is not suggested that they refused to hear any objections or failed to make any inquiry whatever. Further, the vote of a person whose name is on the roll can be struck off only when he is proved to be subject to any disability stated in rule 7, and rule 44 (1) (c) does not override the definite provisions of rules 9 and 10 which deal specifically with the finality of the orders of the revising authorities and the validity of the vote of a person whose name is on the roll, whether rightly or wrongly. It follows that the jurisdiction conferred on us by rule 44 (1) (c) is limited by the definite provisions of rules 9 and 10, and that it is not open to us to go behind the electoral roll and inquire into the question of a voter's possessing the necessary qualification. The validity of the electoral roll cannot therefore be questioned in this proceeding.

KISTNA (N. M R) No. II

M R RY ANKUSA RAO THIRUPATHI RAO NAYADU

GARU

*Petitioner**Versus*

M R RY A KAKSWARA RAO GARU

Respondent

16th April 1928

This is a petition under rule 32 (1) (a) of the Madras electoral rules, challenging the election of the respondent, the successful Congress candidate in the election of two members for the Kistna Non Muhammadan Rural Constituency

Sixty corrupt practices are alleged in the petition, but evidence was led regarding 32 of them, and some of the charges on which evidence was led were abandoned during the arguments after a half hearted attempt to substantiate them

Seven charges of bribery, six of treating, three of preventing voters from recording votes and two of threatening voters were pressed, " but before dealing with them it may be pointed out that the petitioner is not himself a defeated candidate. He is the partisan of the successful Justice candidate against whom an election petition by the Congress party is pending and the witnesses are their partisans. The evidence is belated and intrinsically worthless and having considered it carefully we have come to the conclusion that no case has been made out to set aside the election "

The Commissioners discussed the evidence on each charge brought in detail and came to the conclusion that the witnesses were unreliable or incredible and that the evidence produced was worthless

As regards preventing voters from recording their votes, it was alleged first that on the polling day at Khambampad polling station the Kumararaja of Gampalagudam prevented the supporters of other candidates from entering the polling booth to record their votes. Four witnesses disposed to it, but the absence of any complaint or report to the authorities threw

considerable suspicion on their story and there was no evidence to connect the Kumararaja with the respondent. It was not suggested that the result of the election was in any way affected and "there is therefore nothing in this charge."

"It is alleged next that on the polling day at Mandavalli, Uppuluri Muthamraju prevented the supporters of other candidates from entering the polling booth. Though ten persons are mentioned in the particulars as having been prevented, none of them were examined, and the evidence of three witnesses is contradictory and unreliable. There was no complaint or report to the authorities and one witness admits that none of the voters went away without recording their votes."

It is alleged next that on the polling day at Gollapalli, Sankar Venkateswara Rao, an agent of the respondent, prevented the supporters of other candidates from entering the polling booth. The absence of any report or complaint to the Sub-Collector, who is stated to have arrived at or about the time of the obstruction, shows that the story could not be true.

We therefore find that the petitioner has not made out any case why the election should be set aside.

For purposes of rule 47 of the Madras electoral rules, we record the finding that no corrupt practices have been proved to have been committed by the successful candidate or his agent or with the connivance of the successful candidate or his agent and no person at this enquiry is found to have been guilty of any corrupt practice.

The petition is therefore dismissed and the respondent will get costs from the petitioner which we fix at one sum at rupees five hundred together with printing charges Rs 85 as agreed by parties.

(Signed) G H B JACKSON

(") K P LAKSHMANA RAO.

(") K. S. MENON

16th April 1938

KOLABA DISTRICT (N M. R.).

MR NARAYAN LAXMAN AGHARKAR *Petitioner,**Versus*MR. ATMARAM MAHADEO ATAVNE *Respondent*

Upon receipt of the petition Mr GOSAVI was joined as respondent No 2 and he and Mr Atavne both filed written statements. Subsequently, the parties were examined and issues were framed and Mr Atavne filed recriminations as against the possible election of Mr GOSAVI. Lists of witnesses were then submitted. The petitioner submitted a list of 86 witnesses, Mr Atavne submitted a list of 104. In view of this fact, the President of the Commission, acting under Rule 36 (2) (b) of the Bombay electoral rules, called upon the petitioner and respondent No 1 to furnish security for a sum of Rs 6,000 in addition to the sum of Rs 1,000 deposited, and a bond for Rs 1,000 which they had previously executed. Mr Atavne, M L C, furnished security for Rs 6,000, the petitioner has failed to do so, and it is necessary to consider what is the effect of this failure. We have heard the pleaders for the parties and consider that the petition should stand dismissed, and we most humbly make a recommendation to that effect. There is no express provision in the Bombay electoral rules for failure to give further security, but under rule 36, clause 1, if the deposit of Rs 1,000 is not paid as required by rule 35, "the Governor shall dismiss the petition." That, in our humble opinion, is a very close analogy. Furthermore, it is laid down in rule 37 that the enquiry in the election petition shall be as nearly as may be in accordance with the procedure applicable under the Code of Civil Procedure to the trial of suits. Under order 17, rule 3 it will be found that the petitioner has failed to perform "any other act," and so the Commissioners are entitled to proceed to determine the petition forthwith. Further analogy is provided in order 25, rule 2. It is true that this order is concerned with litigants who have no property in British India and failure to comply with the order for security entails dismissal of the suit. The analogy is strong because in this

particular case, the petitioner pleads poverty. There has been a failure to comply with a legal order passed by the Commissioners and the Commissioners are unanimously of opinion that the petition cannot proceed further

It was argued further for the petitioner that the word "costs" cannot include fees to be paid to the non official Commissioners. In demanding extra security of Rs 6,000, the President had included fees for these two Commissioners. The term costs in section 4 (A) of Act XXXIX of 1920 is wide enough to include the fees of Commissioners. They are certainly a charge incidental to an enquiry. Nor can the amount of security be challenged in view of the numerous allegations of corruption and malpractices of all kinds which were alleged in the petition and in the recriminations. The President bears in mind that he had warned the parties from the outset that the fees of the two non official Commissioners would be included in the costs of the petition. We understand that these fees of the Commissioners are regularly allowed to Government in this Presidency. We, therefore, recommend that the petition be dismissed with costs and the petitioner should pay Government Rs 900 towards the expenses incidental to the setting of the Tribunal, and that he should pay respondent No 1 a sum of Rs 300 towards the cost of the petition including the pleader's fees. The petitioner must bear his own costs. We further recommend that respondent No 2 should bear his own costs.

(Signed) G C SHANNON,
RAMDATT W DESAI,
N C. LIMAYE

LUCKNOW-cum-CAWNPORE (M. U.).

SAIYID ZAHUR AHMAD

.. *Petitioner,**Versus*

HAJI HABDUL QAYYUM

Respondent

In this case the petitioner attempted to prove the personation of three persons. The first case was that of a man named Mohi ud din, entered as No 570 in the electoral roll of the Patkapur polling station Cawnpore. When he arrived on the date fixed for polling Mohi ud din found that someone else had voted in his place. The agents of the petitioner identified him on an identification slip and he applied to vote and was then allowed to put in a tendered vote. It was proved that the signature on the identification slip of the man who voted first was that of Said ur Rahman called the Said Sahib, who was held to be an agent of the respondent. The facts were, therefore, that two persons presented themselves to vote in the name of the voter, Mohi ud din of Patkapur. The first was identified by the agent of the respondent, and the second by the agent of the petitioner. The Commission had to decide which was the man really intended in the electoral roll. There was plenty of evidence to show who the two men were and which was the real voter. The petitioner said that the true voter, i.e., the man identified by his agent, is Mohi ud din, the brother of Moin ud din.

"The evidence on the file clearly proves Mohi ud din, the brother of Moin ud din, was not, and could not have been the voter, entered as No 570 in the electoral roll of Patkapur, and that petitioner's agent was himself mistaken in identifying him as that voter.

The evidence, on the other hand, leaves no doubt that the Mohi ud-din who lived in the house No 19,216 of Patkapur voted for the Haji Sahib. The voter identified by Said ur-Rahman, the agent of the respondent, was therefore, the true voter."

The second case was that of Shahzade Mirza who was identified by Faridoon Mirza probably the respondent's agent, though the Commissioners considered it unnecessary to take evidence on that point. Shahzade Mirza the man who actually voted gave evidence. The petitioner's contention was that this man personated one Mirza Mohammad Muzaffar Ali in the name of Shahzade Mirza. The Commissioners were unable to find that under the description given in the electoral roll Mirza Mohammad Muzaffar Ali was the voter. The Commissioners noted: 'We are disposed to think that Mirza Mohammad Muzaffar Ali could hardly have been put down by the persons who were responsible for preparing the electoral roll as a resident of that mohalla.'

The man who voted for Shahzade Mirza admitted that when he applied for the voting paper he believed that he was the person referred to in the electoral roll and that the father's name was a mistake. Even accepting all that the witness says there is nothing to show that Faridoon Mirza was of a different mind. All that he is proved to have said to the witness was that the father's name was a mistake and others also gave their votes although their father's name did not tally. We accordingly find that in this case no *mens rea* of the agent was proved which is an essential ingredient in personation. We therefore find that no personation took place."

The third case related to voter No. 208 in the electoral roll the name of the voter being given as Bashir his father's name Mohammad Yakub and his residence mohalla Katra Khoda Yar Khan. The identification slip of the voter bore the thumb impression of the voter instead of his signature and showed that the person who had cast the vote was illiterate. The petitioner's case was that one Bashir, son of Rasul Bux, lived at this mohalla. He was literate and signed his name. He was entered as voter No. 208 in the roll but had not voted, as his father's name was not correctly given and Mohammad Yakub was his brother. No other Bashir lived at Katra Khoda Yar Khan at the time of the election and it therefore followed that

somebody else personated the man at the election and had cast a vote in his name. The petitioner did not make any attempt to prove as to who had actually cast the vote.

"Now, there is a presumption that the electoral roll has been correctly prepared and if anyone says that it is wrong in any particular he must prove it strictly. In other words the onus lies heavily on the petitioner to show that no voter named Bashir, son of Mohammad Yakub, lived in Katra Khoda Yar Khan at the time of the last election, and that the authorities who prepared the electoral roll meant Mohammad Bashir, son of Rasul Bux. The petitioner relies on the oral testimony of two witnesses Fida Husain and Mohammad Bashir, who are not men of much status. Even if there had been nothing else against the witnesses we should have felt hesitation in holding the petitioner's case proved on such meagre evidence.

Mohammad Bashir says he was the voter No 208 in the electoral roll. He admittedly lived in a village in the country, and when his brother Mohammad Yakub died 1½ years ago, leaving a minor son he came to live in his brother's house in Katra Khoda Yar Khan. It is very doubtful if such a person would be recognized as a voter. He did not even know that his name was in the list until he was asked to vote. He says that he refused to vote as his father's name was given in the roll as Mohammad Yakub. How under the circumstances he can positively say that he was the voter we fail to understand.

It is significant that witness was never canvassed by petitioner or on his behalf. Petitioner is a resident of Lucknow and he and his agents were not likely to have overlooked Mohammad Bashir if he had been a voter.

We are clearly of opinion that the petitioner has failed to prove his case. He cannot possibly succeed on flimsy evidence such as he has adduced. Our duty list, is to make recommendations as to the parties' costs. The contending parties are the petitioner, Saïd Zahur Ahmad and the respondent No 1, Haji Abdul Qayyum. Saïd Zahur Ahmad loses the case, a case

which he should never have brought based, as it was, in our opinion, on frivolities more than any real or serious ground. He must, therefore, bear his own costs. In the case of the respondent our disappointment was great when we discovered that he unnecessarily suppressed the fact that Said-ur-Rahman or Mr Said was his agent at the Patkapur polling station, Cawnpore. We have referred to the circumstances already in the report which left no doubt in our mind that that was a fact. We are bound to make a distinction between an ordinary litigant and a man in the respondent's position, an aspirant to a seat in the Legislative Council. We recommend that the respondent do get only half his costs from the petitioner and bear the rest himself. We assess the total costs at Rs 500, of which, therefore, petitioner should pay Rs 250 to respondent.

In conclusion we beg to recommend that the petitioner's petition be dismissed, and he do pay to the respondent, Haji Abdul Qayyum, Rs 250 for costs and bear his own.

W. Y. MADELEY, J C S.,
President.

J. M. BASU,
Commissioner.

J. N. ROY,
Commissioner.

LUCKNOW
April 29, 1927.

CASE No XX

MADRAS (N M)

(COUNCIL OF STATE)

MR H. V RANGASWAMY AYYANGAR .. *Petitioner*
versus

DIWAN BAHADUR SIR, S R R ANNAMALAI
CHETTIYAR .. *Respondent*

The voting for the Council of State was by post the election being made according to the principle of proportional representation by means of the single transferable vote. The petitioner stated that the respondent through his agents got a large number of voters merely to put their signatures on the declaration forms. He then took charge of the voting papers, without permitting them to put in any marks there and despatched them to the respondent in Madras when the papers were marked and filled up at Madras under the instructions of the respondent. The petition stated that the respondent marked for himself *and for another* first and second preferences as he chose in the ballot papers which came to his possession. On these allegations of fact it was contended that there had not been a free exercise by the voters of their franchise and that there had been no free election by reason of the large number of cases in which undue influence had been exerted by and on behalf of the respondent.

It was argued by the petitioner that the case must be held to be governed by sub clause (b) of rule 44, clause (1) rather than sub clause (c) apparently because in view of the large number of votes obtained by the respondent it could not be claimed that by excluding a number of votes on the ground of their invalidity, the result of the election would be affected.

The Commissioners desired that the case should be argued on the assumption that they were prepared to accept the evidence on the petitioner's side at its face value, and they refrained from expressing any opinion on the truth or otherwise of the allegations of facts.

“Confining ourselves therefore to the application and effect of the rules, the first question is whether the evidence discloses any acts of ‘undue influence’ within the meaning of rule 2 of part I of Schedule V. The learned Counsel for the petitioner pointed out that under that clause every interference with the free exercise of the electoral right amounts to undue influence and under rule 30 (c) the electoral right includes the right to vote as well as the right to refrain from voting at an election. He therefore contended that the evidence discloses two types of undue influence (i) that even in cases where a voter expressed his wish to vote for the respondent, the respondent’s men did not allow him to mark the votes himself but took away the ballot paper from him and themselves put in the mark and (ii) that in certain cases the respondent’s men filled in the second third and fourth preferences in favour of other candidates without the authority of the voters or even contrary to their instructions. We are not satisfied that in the first class of cases it could be said that there had been any interference with the free exercise of the electoral right. It may be that a voting paper which is marked not by the voter but by somebody else is invalid as a vote but if the voter permits the mark to be put in by somebody else and the vote is marked in favour of the person for whom he expressed his intention to vote, it is difficult to see how his freedom of voting has been interfered with. It has been contended on behalf of the petitioner that though in the marginal note to rule 2 the words ‘undue influence’ are used to indicate the classes of cases dealt within that rule, we ought not to import into the rule the definition of ‘undue influence’ that obtains in the Law of Contracts. We accept this argument but it has nevertheless to be shown that the voter’s freedom in the matter of the exercise of his electoral right has been in some way interfered with. We are not prepared to hold that the mere fact of somebody other than the voter putting in the mark on the voting paper itself amounts to an interference with the free exercise of the voter’s electoral right, irrespective of the question whether or not the mark was put in conformably to the wishes of the voter.

The second type of cases has caused us greater difficulty ; but we are prepared to assume for the purpose of argument that such conduct may amount to undue influence. It is however clear from the evidence that in this class of cases the undue influence, if any, has been exercised, not for the purpose of securing the return of the respondent, but to secure the return of his friends. It has been argued that, even on this footing, the case falls under sub clause (b) of rule 44 (1), the language of which is quite general and absolute, and it is not required for the purpose of the application of that rule that the corrupt practice must have been resorted to for the purpose of securing the election of the respondent. In answer to the argument based upon the generality of the language of the rule, it was pointed out that on the literal wording of the rule it may follow that, if a corrupt practice is shown to have been resorted to by a defeated candidate, the election of the successful candidate will have to be avoided. The learned Counsel for the petitioner was not prepared to go to that length. He conceded that from the very nature of the provision and from a consideration of other provisions in the rules, it may reasonably be implied that *the corrupt practice must have been committed by the returned candidate or by his agents* but he contended that once the returned candidate is found guilty of corrupt practices, the rules have, on grounds of public policy, laid down that his election shall not stand, and it was not necessary to examine the motive or purpose which he had in view in resorting to such practices.

Once it is recognized that certain limitations have to be implied in sub-clause (b), there naturally arises the question as to how that sub-clause is to be interrelated to sub-clauses (a) and (d) of the same rule. It is by no means easy to determine the exact scope of these several sub-clauses, and it is evident that to a certain extent they overlap each other. Taking only one illustration we may point out that under sub-clause (b) any single act of corrupt practice specified in part I of schedule V will suffice to avoid the election, but under sub-clause

(a) the provision is that an election procured or induced by a corrupt practice or an election whose result has been materially affected by a corrupt practice shall be void. It will be noticed that sub-clause (a) is not restricted to corrupt practices under part II of schedule V, and it is difficult to see why, if, as provided in sub-clause (b), a single act of corrupt practice under part I should suffice to avoid the election, the rule should have thought fit to lay down the same result in sub-clause (a) only when the election of the returned candidate has been procured or the result of the election has been materially affected by the corrupt practice. Again under sub-clause (d), the election of a returned candidate is declared void if the election has not been a free election by reason of the *large number* of cases in which undue influence or bribery within the meaning of either part I or part II has been exercised or committed. But sub-clause (b) does not make the result depend upon the *number* of cases proved. We are therefore led to think that it is not possible to apply sub-clause (b) in all its generality or its literal meaning, but that its application should be determined in accordance with what seems to us to be the spirit underlying the several rules. We are aware that sub-clause (d) may be said to correspond to what in the English law is described as common law invalidation, as distinguished from the statutory invalidation provided for by specific enactments, and, as under the common law rule, this provision is intended to cover cases in which a Court may be satisfied that the votes of a number of persons were corrupt or bribed, but it is not possible to trace the offence to the candidate or to one of his agents. It is instructive to note that, even in dealing with this common law rule, it was recognised that it is always subject to the qualification that the corrupt practice had been committed *in favour of the persons who had been elected*. The following passage from the Judgment of Denman, J., in the *Ipswich* case (1866, 4 O and H. 71), abstracted at page 93 in Fraser's book on the "Law of Elections" aptly expresses the qualification and the reason for it:

“ If one saw that bribery was so rife that there could be no further election held in the place, then I should say the election would be avoided, subject only to this, that it would be obviously unfair to avoid the election, if one found that the bribery which had been committed had not been in favour of the persons who had been elected. There must be that qualification always,—for it would be impossible for a person who had been fairly elected to be unseated merely because his opponents had been largely guilty of bribery ”

Having regard to the way in which the rules have been worded and the difficulties in their interpretation which we have above referred to we see no reason why in interpreting them we should not be guided by the consideration underlying the above observation of the learned Judge

It may be that if a candidate by himself or by his agents resorted to corrupt practices with a view to help a friend of his, he may thereby incur certain penalties under the Criminal Law of the country, or he may even run the risk of being disqualified for the future, if he should be found guilty of such offences, but it would not necessarily follow that the punishment should also include the invalidation of his own election. In this connection we put to the petitioner's learned Counsel the illustration of a candidate for one ward in a municipality helping a friend of his by corrupt practices to win a contemporaneous election for another ward. He seemed prepared to concede that the election of the former candidate for his own ward will not be vitiated by the corrupt practices committed by him in the other ward. But he maintained that in the present case where the election has been made according to the principle of proportional representation by means of the single transferable vote, the election of all the candidates must be dealt with as a whole, and that we cannot separate the return of the respondent as unaffected by the corrupt practices alleged. If this argument is pursued to its logical limits the petitioner will be in this difficulty, that he is not now in a position to have the election of

the other candidates returned at the same time set aside, either because he is out of time to do so or because he is not able to connect those candidates with the alleged corrupt practices. We do not therefore feel much impressed by the argument based upon the fact that the election of the several candidates should be dealt with as a whole and the case of the respondent should not be separated from that of the others. Looking at the matter from the point of view of the voters' intention, it will be anomalous if we are to hold that, even on the hypothesis that the respondent has improperly marked preferences in favour of the other candidates, they are nevertheless entitled to retain their seats but that the respondent himself for whom all the electors intended to give their vote should be unseated. We are not satisfied that such a result was contemplated or is warranted by the rules. In this view, we have the honour to report that the respondent has been duly elected and we accordingly recommend that the petition may be dismissed.

As regards costs of the enquiry we recommend that a sum of Rs 1 000/ be paid by the petitioner to the respondent.

E H WALLACE

S VARADACHARI

K SUNDARAM CHETTY

CASE No XXI

MAGWE WEST (G R)

MR CASSIM MAHOMED SURTY

Petitioner

and

U Ba U

Respondent

At a Burma Legislative Council Election held on the 17th of November 1925 in connection with the Magwe West Constituency, the four candidates obtained votes as follows —

(1) U Ba U (the successful candidate)	. 4,614
(2) U Po Yiek	. 4,194
(3) Mr C M Surty	. 2,824
(4) U Chit	. 190

Evidence more formidable in bulk than in reliability has been produced to show that there was organized obstruction on the part of the supporters of U Ba U, the suggestion being that these disturbances were led by persons who to all intents and purposes were agents of U Ba U and that these disturbances were tacitly acquiesced in by U Ba U himself

That both at Twingone and Letmagone, there was a steady struggle for position between the Indian voters—who might be reasonably supposed to be mainly supporters of Mr Surty—and the Burmese voters—who would for the most part vote for U Ba U—is beyond doubt. At both polling stations, the Burmans although in the minority at the commencement succeeded in posting themselves close to the polling booth entrance and effectively prevented the majority of the Indian voters in the early part of the day from obtaining admission to the polling booth while violence akin to rioting on the part of the Burmans caused about mid-day voting at Letmagone to cease for a time. In view of the slowness with which voting was proceeding owing to the difficulty of tracing names and taking into consideration the natural vivacity of the Burman character, this behaviour is not conclusive proof of anything beyond communal rivalry and a desire that the persons nearest the booth should be given preference. There is a suggestion that U Ba U's supporters wearing the green favours which distinguished

his agents and leading workers were active in thrusting down from the booth sundry Indian voters, but the evidence of the officers in charge of the police shows that there was great confusion at both places and it is possible that the action of some of these individuals may have been misinterpreted. It is furthermore highly probable that they did show some preference as between the Burmese and the Indian voters when endeavouring to clear the crowds from the booth. It is significant, however, that no complaint against the agents on the score of overzealousness or partiality was made to either presiding officer, although there were continual complaints that the Burmese voters were jostling the Indian voters. None of the officers whose duty it was to maintain order such as the Assistant Superintendent of Police and the Sub Divisional Officer appear to have noticed any of the agents taking part in the disturbances. Indeed there is evidence that they endeavoured to pacify the crowds. While therefore, we believe that there was an attempt on the part of the Burman supporters of U Ba U to prevent Indians from getting into the polling booths, we do not consider that there is sufficient evidence to prove that the disturbances had the sanction direct or indirect of U Ba U or his recognized agents. No disqualification can, therefore, on this ground attach to U Ba U. The origin of the disturbances would appear to be the inadequacy of the electoral machinery and consequent delay which taxed the patience both of Indian and Burman voters.

Arrangements had originally been made to provide 19 polling booths, but the number was raised to 25 on representations by U Ba U. Mr Psoof, the election agent for Mr Surty, who, on the 23rd October, 1925, had written to the Deputy Commissioner that there would probably be language difficulties telegraphed to the Deputy Commissioner on the 14th November that as additional stations had been allotted to the other candidates, his candidate should be allowed three more stations, as he calculated that each polling booth could dispose of only 600 voters.

in a day. In evidence he explained that he intended these additional booths to be allotted to Indians only. It was unfortunate that time did not permit of the opening of additional booths since the event proved that the number of polling booths provided was utterly inadequate. The responsible authorities appear to have completely underestimated the interest which was being taken in the contest although the evidence of the candidates themselves and of Captain Hall, Assistant Superintendent of Police renders it evident that the general public anticipated a keen contest. The authorities were doubtless misled by their experience of the previous election in which out of a total electorate of nearly 60,000, only 2,271 went to the poll throughout the whole constituency.

The system of polling adopted at the Magwe West election, which system, we understand, prevails throughout the province, was as follows —

Each polling booth was in charge of a presiding officer who was assisted by a staff of tellers and token clerks, headmen from the neighbourhood were usually in attendance to assist in identification, police were posted to keep order while local officials,—such as the Civil Sub Divisional Officer—made a tour of the polling booths in an advisory capacity, final responsibility for the conduct of the polling resting entirely with the presiding officers. There was a single entrance to each booth, which entrance in some cases was also used as an exit. At each booth the candidates had agents to watch their interests. On arrival at the booth the voter who (in the case of workers in the oil fields) was provided with a slip compiled in the offices of the Oil Companies on which were entered his polling station, electoral number, name, father's name or finger print number—was directed to the teller. The teller checked the voter with the electoral roll and when in doubt asked for papers of identity, such as the *lameda* tax receipts, or if he was an oil worker, for his local passport which contained a photograph. If the voter satisfied the teller he was given a slip which he handed to the token clerk in return for a metal token. He then passed

into a screened enclosure in which there was a ballot box for each candidate painted to facilitate recognition with the colours of the candidate. After placing his token in the ballot box of the candidate for whom he wished to vote he withdrew.

This system of voting has the obvious disadvantage that unless only one voter at a time is permitted to remain inside the screened enclosure the secrecy of the ballot is not ensured. No provision seems to have been made to insure such secrecy, and had only one voter at a time been admitted further delay would have been added to delays which were already inordinate.

That Mr Esoof's estimate of the speed at which voting could be conducted in the areas in which there was active rivalry between the various candidates was not unreasonable is borne out by the figures for stations at which there were no disturbances. At Beme 554 voters out of a total electorate of 2,814 had succeeded in recording their votes before the polling was closed, at the Township Officer's Office at Yenangyaung 538 voted and at Nyaunghlā 885 votes were recorded, at Twingone where alternate voting had been introduced early in the day 642 voters voted. We think that it would be unsafe to anticipate an average disposal of over 800 voters a day at any booth, even assuming that the electoral rolls were reasonably accurate. It is true that at Nyaungbinywa 1,700 voted out of a total electorate of 4,185 voters, but it is noticeable that 1,616 of these voted for U Po Yeik. No evidence is before the Commissioners as to how the election at Nyaungbinywa was conducted, but it may be assumed that few, if any, objections were raised. At Magwe 1,038 out of a total of 4,625 voted, here again it may be presumed that there was practically no opposition. It may be noted that a breakdown at this last station was narrowly avoided since only 1,100 tokens had been provided.

It is indisputable that the candidates expected the main electoral battle to be fought out in the oil field areas. Both U Ba U and Mr Surty had been active in their canvas and special facilities had been afforded by the Oil Companies to enable their employees to go to the poll.

Apart from any evidence therefore it would *prima facie* be a matter for comment that out of 18,325 voters in the oil field areas of Chauk, Beme, Twingone, Letmagone and Nyaungla only 3,181 succeeded in voting. These figures are all the more remarkable when it is considered that at the Yenangyung Township Officer's booth more than 50 per cent of the total electorate voted, while Shwekyanggon Zayat polled nearly 60 per cent.

It is established, however, even by the evidence for the respondent, that at Twingone, Letmagone and Beme, several hundred people had not succeeded in voting when the booths closed. The Sub-Divisional Officer, U Chit Khung estimated that at the close of the poll at Twingone some 300 people had not voted and considered that at Letmagone the crowd—presumably voters—throughout the day averaged a thousand. Mr Jellicoe who presided at Beme, stated that in the evening there was still a large number of voters who had not had an opportunity of voting while his assistant estimated this number at between 200 and 300. It is alleged by petitioner that large numbers of Indian voters disgusted at the delays and the disturbances which were going on both at Twingone and Letmagone returned to the oil fields without voting. These allegations are confirmed by admissions of witnesses for the respondent that the Indians were in a considerable majority at the beginning of the polling. The returns for Letmagone show that only a hundred and seventy voters voted the total electorate for Letmagone being 3,633. The evidence both of the Sub Divisional Officer and the presiding officer at Letmagone shows that all day long disturbances were going on and that there was inordinate delay owing to the inaccuracy of the electoral rolls and the consequent difficulty of tracing voters. Letmagone, therefore, appears to have been virtually disfranchised since all but a negligible proportion of voters were denied the opportunity of voting. At Twingone, where after trouble had arisen between Indians and Burmans a system of alternate voting, one

Indian and then one Burman had been adopted some hundreds of voters must have gone away during the day or been turned away at the close of the voting since out of a total electorate of 4 597 only 646 succeeded in voting. The presiding officers themselves are of opinion that even had there been no disturbances it would have been impossible to cope in the course of the day with the stream of voters. It may be pointed out, moreover that the system of alternate voting—although (under the particular circumstances) probably the only workable system—is by no means ideal since it militates against whatever party happens at any time to be in the majority. This evidently struck the imagination of the Burman voters at Letmagone where the polling booths had to be closed half an hour before the specified time while an infuriated mob outside howled that they had not been allowed to vote and that there had been unfair discrimination in favour of the Indians. At Beme the staff was insufficient to enable all voters to record their votes before the close of the poll while in addition supervision was so inadequate that although the presiding officers' check showed 554 voters as having voted 624 tokens were found in the ballot boxes a discrepancy which suggests that tokens may have been issued in appreciable quantities to unauthorized persons.

Under the circumstances we are constrained to hold that the Magwe West Election was not an election in the proper sense of the word, since a large proportion of the electorate was prevented from exercising its rights of suffrage. We are of opinion therefore, approving the principles adopted in the *Bulan Ishahr (East) Case* (1) I L P Vol 1, page 85, that under section 11 (c) of the Burma electoral rules, the election is void, and that under the circumstances Mr Surty's claim to be declared elected cannot be entertained.

We respectfully recommend to His Excellency the Governor that the Magwe West election be declared void and that a

new election be held, that the sum of Rs 1 000 deposited by Mr Surty be refunded and that each party do bear his own costs. In addition, we desire to make the following suggestions —

(a) the electoral rolls should be thoroughly overhauled and some system of division and indexing be devised which would facilitate search

(b) an adequate number of adequately staffed polling stations should be provided—we would tentatively suggest one polling station for every 1,200 voters on the rolls

(c) there should be separate polling stations wherever possible for Indians and Burmans

(d) the attention of all presiding officers should be drawn to regulation 29 of the Burma electoral regulations which appears to have been entirely overlooked

Note—The names of the Commissioners are not given in the report as reproduced in the gazette

MAINPURI (N. M. R.).

T. GULAB SINGH	.. ..	<i>Petitioner,</i>
	<i>Versus</i>	
RAI BAHADUR KHARAGJIT MISRA	.. ..	<i>Respondent.</i>

The admitted facts are as follows —The petitioner and the respondent and one Bhagwan Dial were candidates for election and filed their nomination papers On October 23, 1926, owing to the illness of the District Magistrate, Mir Ali Raza, Senior Deputy Collector of Mainpuri performed the scrutiny of nomination papers He declared that the nomination of the petitioner was invalid on the ground that petitioner was ineligible for election under rule 5 (2) (amended) of the United Provinces electoral rules, as petitioner had been convicted on January 4, 1923, by a criminal court at Mainpuri under section 17 (2), Criminal Amendment Act (Act XIV of 1908), and sentenced to one year's rigorous imprisonment and to Rs 200 fine, and in default of payment to a further period of three months' rigorous imprisonment The Returning Officer accepted the nomination papers of the other two candidates and Bhagwan Dial withdrew his candidature on October 24 On October 25, 1926, respondent was declared elected by Mir Ali Raza, without a contest

Regulation 7 for the election of members to the Legislative Council of the United Provinces, 1926 states —

“(1) The persons specified in the third column of the said schedule may, subject to the control of the Returning Officer, perform any or all of the functions of the Returning Officer in the constituencies respectively specified in the corresponding entry in the first column thereof :

Provided that no such person shall perform any of the functions of a Returning Officer which relate to the acceptance of a nomination paper or to the scrutiny of nominations or to the counting of votes, unless the Returning

Officer is unavoidably prevented from performing the same, in which case the said functions may be performed in any constituency by the person first specified in the corresponding entry in the third column of the schedule ”

The third column of the schedule states for Mainpuri district—

“ Joint Magistrate or the Senior Deputy Collector, Mainpuri ”

The person “ first specified ” is the joint magistrate

It was not argued for the respondent [although he did plead this in his written statement,] that Mir Ali Raza was the Joint Magistrate of Mainpuri. In the same paragraph respondent admits that “ Mir Ali Raza was the seniormost Deputy Collector ”. The Civil List of the United Provinces for October 1, 1926, shows that Mir Ali Raza was a Deputy Collector and not a Joint Magistrate. We find that he was not a Joint Magistrate. The learned vakils for the respondent contended that the word “ first ” in the proviso of regulation 7 (1) meant that each of the persons in the third column of the Schedule might be appointed to perform the functions of a Returning Officer mentioned in that proviso, in the order in which they were mentioned. No authority was shown in support of this interpretation. No doubt on the interpretation of the regulation urged by the petitioner there is no provision for any officer to take the place of the District Magistrate of Mainpuri as Returning Officer in case he is unavoidably prevented from performing thees duties, because there is no Joint Magistrate in Mainpuri. We cannot import considerations of expediency into the interpretation of a regulation. The Commissioners unanimously hold that Mir Ali Raza was not legally capable of performing the functions of a Returning Officer which relate to the acceptance of a nomination paper or to the scrutiny of nominations on the occasion in question.

It was argued that because the sentence was one year's rigorous imprisonment and three months' further rigorous imprisonment in default of payment of fine, therefore the sentence was for a period of more than one year. For the purposes of section 33 (2), which deals with the powers of magistrates and section 415 explanation, which deals with appeals, the Criminal Procedure Code lays down that a sentence of imprisonment in default of payment of fine does not enlarge the period of a substantive sentence of imprisonment. The Commissioners are of opinion that the words 'imprisonment for a period of more than one year' refer to a sentence of imprisonment as such, and do not include a sentence of imprisonment in default.

We do not consider that the word 'involve' is capable of giving any different meaning to the words used.

We consider therefore that the conviction of January 4, 1922 did not involve a sentence of imprisonment for a period of more than one year.

The record of the criminal case in question is before us and on it is a copy of G. O. No. 2230/VI dated January 26, 1922, to the Inspector General of Prisons, United Provinces. This states that "the Governor General in Council has been pleased under the provisions of sections 401 and 402 of the Criminal Procedure Code 1898, to make reductions and commutations of sentences" by which the sentence of Thakur Gulab Singh was "commuted to six months' simple imprisonment and fine." This means that the sentence was commuted from rigorous imprisonment to simple imprisonment and reduced from one year to six months.

It was argued that the original sentence was still subsisting because it had not been reduced by a court of law.

It was also pointed out that rule 5 (2) makes a special provision for the case of pardon. But the Commissioners are unable to draw any distinction between reduction of a sentence by a court of law and reduction of a sentence (unconditionally)

by the Governor General in Council for the purpose of rule 5 (2)

The Commissioners are of opinion that the conviction involving a sentence of one year's rigorous imprisonment and Rs 200 fine or three months rigorous imprisonment in default was not subsisting on October 23 1926

The Commissioners unanimously consider that Thakur Gulab Singh was eligible for election on October 23 1926

As Mir Ali Raza was not legally capable of accepting a nomination paper or scrutinizing it his acceptance of the nomination of Rai Bahadur Misra Kharagjit was improper. As this candidate was declared elected the election was materially affected by the acceptance

The refusal of the nomination of Thakur Gulab Singh was improper on the same ground and also because he was eligible for election. If his nomination paper had been accepted there would have been a contested election and therefore the result of the election was materially affected by the improper refusal of the nomination of Thakur Gulab Singh

The Commissioners unanimously recommend that the return of the respondent Rai Bahadur Misra Kharagjit as elected candidate is void under rule 44 (c) of the United Provinces electoral rules 1926

E BENNET

President

M F P HERCHENRODER

Commissioner

SHAMBHU NATH DUBF

Commissioner,

AGRA

28th January 1927

MANDALAY TOWN (G. U.).

U. KYI .. . *Petitioner,*

Versus

U SEIN BA .. . *Respondent.*

On the 7th October, 1927, U Sein Ba was elected member for the Urban General Constituency, Mandalay, to the Burma Legislative Council

The defeated candidate was U Kyi and he filed a petition for unseating U Sein Ba and claiming the seat for himself. The Commissioners appointed by the Local Government for the trial of this petition held a preliminary sitting at Mandalay on the 24th December 1927. Particulars of the charges made by both parties (for U Sein Ba had filed a recrimination) were elicited and the matter was put down for hearing on January 3rd 1928. In the meanwhile both parties filed petitions to the President of the Commissioners for leave to withdraw. They were told by the President that the matter would be considered by the full board of the Commissioners on the 3rd January 1928. When the Commissioners assembled at the time and place appointed neither of the parties put in an appearance.

We have now considered the matter. We have not given permission to withdraw. The parties refused to contest the case. They have not filed their lists of witnesses. It would be useless for us to ask for the Government Law Officers to take the matter up and have the allegations investigated, for we have no means of finding out who are the witnesses who would have to be called. The parties clearly have no intention of fighting the matter out, and we are therefore of opinion that we must recommend to the Governor that the petition and recrimination should be dismissed.

We make no recommendation as to costs.

The electoral rules are not quite clear as to whether it is necessary for us to make any specific recommendation with regard to the deposits which have been made with the petition.

and the recrimination These deposits have been credited in the treasury as deposits, and we presume that, as there is no specific provision for the return to the parties who made them, they will lapse to Government In the event, however, of a recommendation from us being required, we are of opinion that they should be forfeited to Government, as the parties have put Government to considerable expense by the filing of these abortive applications

J M. BAGULEY,

President

N N BURJORJEI ,

3rd January 1928

VIA U

MUZAFFARNAGAR (M R)

(No 1)

14th February 1925

KHAN BAHADUR MUZAFFAR ALI KHAN — *Petitioner,*
Versus

(1) NAWABZADA EJAZ ALI KHAN / — *Respondents*
 (2) MUHAMMAD AKRAM KHAN /

As the result of a bye election, following on an election enquiry which declared the election void, (I L P, Vol II, p 198) the respondent No 1 defeated the petitioner and respondent No 2 by an overwhelming majority. The petitioner sought to set aside the election alleging corrupt practices by the first respondent or his agents consisting of bribery and undue influence. The Commissioners commented adversely on the half hearted compliance of the petitioner with orders to file full and proper particulars as those given in the list accompanying the petition were as vague as could be consistently with an attempt to combine a show of meeting the requirements of the law with the real purpose of disclosing as little information as possible. Great emphasis has been laid and forceful arguments have been based on this belated disclosure of the petitioner's case in order to discredit the value of the oral evidence produced on the latter's behalf.

The first case of personation referred to entry No 219 of the electoral roll of the name of Suna son of Shadi. The respondent's polling agent in village Pur Qazi named Ata ul Haq identified one Masita, son of Rahim Baksh and grandson of Shadi and obtained for him a ballot paper. Subsequently the real voter Suna son of Shadi, turned up and proceeded to the respondent's camp. Ata ul Haq then took this man also to the polling clerk, and having identified him there produced him before the polling officer with the statement that Masita had formerly been put up by a *bona fide* mistake. As a reasonable ground for such a mistake there was the fact that Masita admittedly paid chowkidari tax and was therefore entitled to be

an elector. As regards the substitution of the grandfather's name in the parentage column of that of the father it was pointed out that a mistake of this nature is of very common occurrence in electoral rolls. ' Having very carefully weighed the *pros* and *cons* we accept the possibility of an honest mistake as suggested by the respondent. In arriving at this conclusion we have been particularly influenced by two facts which in our opinion are quite inconsistent with the theory of personation. The first one is that the signature slip obtained by Masita—Ex 10 on the record—bears his own name and not that of Suna. It is clear therefore that he applied for the ballot paper in his own name and that he succeeded in getting it was not due to any attempt at personation but to a mistake made by the polling clerk as well as the polling officer. It is therefore fair to hold that the same mistake may have been made by Ata ul Haq. The fact that Masita mentioned his own name to the polling clerk is obviously inconsistent with an attempt at personation. The second fact is the conduct of Ata ul Haq in producing Suna before the polling officer at a later stage. It is admitted that Suna when he turned up proceeded to the respondent's camp and was therefore obviously under the control of the respondent's agent. Under the circumstances it appears highly improbable that Ata ul Haq—who must be assumed to have known that he had committed a fraud—should himself have taken the real voter to the polling officer and thus aroused the suspicion of the opposite party.

The second case of personation was also rejected. An application was made in the name of one Latif Khan son of Kale Khan by another man named Lalif Khan son of Masita who though not entitled to vote was taken to the polling clerk by Ata ul Haq and identified as Latif Khan son of Kale Khan by the village patwari so it was alleged the instance of Ata ul Haq. The latter disclaimed all responsibility and laid stress on the fact that the false voter was identified by the patwari and not by him. The point at issue therefore was whether Ata ul Haq was present when the false voter appeared

before the polling clerk and questions as to his identity were put to him

The Commissioners observed that the patwari "tried his best to shift the whole responsibility for his own carelessness to Ata ul Haq. It must also be remembered that Latif, son of Masita, is on his own showing an accomplice, and his statement must therefore be looked at with great caution

Having carefully considered all the circumstances of the case we are not prepared to hold definitely that Ata ul Haq is responsible for the fraud. There is no doubt room for strong suspicion but that alone cannot be a sufficient ground for a positively adverse finding. This issue is therefore decided in the negative "

Similarly on the charge of bribery, in which a letter full of incriminating details written by the respondent's agent was produced. It is quoted in *extenso* —

17th August, 1924—Mukarram junab Nawabzada Muhammad Ejaz Ali Khan Sahib dam iqbalhu. Adib arz hai Main kal hi bimugam Un pahunch gaya. hasb hidayat Syed Zafar Hussain Sahib Mukhtar har do shakhs muluma ko waste diye jane votrin ke mubligh 30 rupya hawa la kar diye gaye, magir ashkhas mazkur mubligh 15 rupya aur waste diye jane digar votrin ke talab karte hain mere pas is waqt kul 17 rupya bachte hain. alawa azin jumla votrin ko khana bhukhina hogi jiska manne intizam kar diya hu jis men qarib 15 ya 20 rupya ka sarf hogi, is live fureen jis tarah mumkin ho aji hit men mere pas mubligh 25 rupya aur bhej diyege, taw iqqul na ho, agir rupya na aya to votrin ki rae hasb dil khali hariz hasil na hogi, apna mizmund Sidiq Ahmad, sub agent bimugam Un muwarrikha 17 August, 1924 "

The Commissioners found the evidence "conflicting and unreliable and in some measure due to party feeling " the political atmosphere in Muraffnagar being such as would lend itself to the desire to unsat the candidate without scrupulous regard for the means to that end " The finding of the Commissioners was as follows —

* The burden lay on the petitioner to prove that bribes were given by Sidiq in the circumstances narrated by the latter, and that the letter on which he relied was indubitably genuine. He could only shift that burden to the other side by the production of evidence which was *prima facie* unexceptionable. In this he has in our opinion failed. The circumstances surrounding the letter are open to so many suspicions that we are unable to pronounce it a genuine letter written by Sidiq to the respondent.

We are not called upon to decide whether Sidiq wrote the letter on the 17th with the deliberate intention that it should reach Rashid Ahmad or whether it was written on a later date and ante-dated. It is sufficient to say that we are not prepared to find it proved satisfactorily that bribes were given to villagers of Bunta through Sidiq.

The direct evidence as to these bribes is countered by the by the evidence of four of the men whom Dasoudi had named as having been induced to vote for respondent on a promise of gratification and we are not prepared considering the suspicious circumstances that we have mentioned to accept the evidence of the petitioner as more worthy of credence than that led by the respondent. Both sides appear to have spent money freely in securing witnesses and it would therefore be unsafe to attach much value to the oral evidence of persons in the position of the villagers who have been produced by either party.

The Commissioners declined to entertain and enquire into vague assertions without particulars being furnished and for reasons already stated, we decided to allow the petitioner an opportunity of providing fuller details an order to this effect being passed on 1st December. On 5th December petitioner's counsel supplied what he called further particulars. These, however, consisted of little else but the names of the villages in which the voters who were treated resided, and such phrases as "nearly all the voters of respondent belonging to" and "about 125 voters" were employed to designate the persons treated.

'The court found that this was not a proper compliance with the order of 1st December, 1924, and held that the respondent was entitled to have particulars as to the names of the voters who were fed. Accordingly on the 12th December a list was supplied giving the names of 162 villagers who had been given food.

No evidence has been tendered in regard to the alleged feeding of voters by Abdul Ha. Three witnesses of Pur Qazi were indeed produced out of those mentioned in the list of 12th December, but their evidence was not on the subject of treating.

Similarly no evidence at all is forthcoming in support of the allegations made in paragraph 12 of the particulars that voters at the polling station of Kurana were supplied with food.

The petitioner has also not pressed his assertions in connection with treating by Lala Sukhbir Singh on behalf of the respondent.

We have therefore only to consider the charge of general treating in paragraph 17 which is supported by the long list of names of voters treated filed on 12th December. But out of these 162 voters named only 17 have been produced as witnesses, *viz.*, four from Miranpur polling station, four from Jansath, two from Shahpur, three from Shamli and four from Un. In addition three witnesses from Miranpur two from Budhana and two from Charthwal polling stations whose names do not appear in the petitioner's list of 12th December, have been examined. There is also evidence that at the Kharar polling station a written complaint was made to Muhammad Abbas, Tahsildar, the presiding officer, of voters being fed. This complaint asked the Tahsildar to go himself and verify the statements it contained, and we feel constrained to record our surprise that this request was not complied with for reasons which appear to us quite inadequate. But as no voters have been produced before us to support the allegation of treating at

Kharar, it is not possible for us to hold that treating at that station has been definitely proved.

We do not propose to examine the evidence led by the petitioner in any detail because the witnesses are all persons of a very ordinary status on whose evidence we think it would be very unsafe to act in the circumstances of the present case. We cannot overlook both the recklessness with which the petitioner has made allegations of treating that he has not attempted to support and the way in which he concealed the names of the voters treated till forced to disclose them by the court's repeated insistence. We also take into consideration the manifest indications of witnesses on both sides having been subjected to pecuniary temptation. The only evidence which at all impressed us related to the polling stations of Miranpur, Shamli and Shahspur, but in view of the fact that the witnesses from these polling stations were named at a very late date we do not feel that we can attach such weight to their evidence as to be justified in holding that the petitioner has established his case.

The respondent from his experience in the election petition decided in 1924, in which he was a party, must have been well aware of the danger of treating voters, and it is scarcely probable that he should have deliberately resorted to treating in the wholesale manner alleged by the petitioner. The number of his adherents at the previous election was quite sufficient to give him a commanding majority, and in addition to this he was able to rely on the active support of Syed Abdullah Khan of Jansath to counteract the influence of Muzaffar Ali Khan. Still less is it likely that he should have countenanced voters being fed, as suggested, at Jansath under the very eyes of the petitioner; and the weakness of the latter's case in this respect is indicated by his omission in his petition to mention that any voters were fed at Jansath on the day of the election.

For the reasons therefore given above we find against the petitioner on this issue.

That being so, it follows that on issue (3) the petitioner must also fail. It has not been established to our satisfaction that any expenditure has been incurred in the election by the respondent which has been deliberately excluded from the return demanded of him under the law. The account book, however, which has been produced for our inspection by Jafar Husen the respondent's election agent, appears to us scarcely of the nature contemplated by rule 19 of the United Provinces election rules and from our experience of this and other election petitions we think that at the next general election it would be desirable to impress on candidates the necessity of a full and strict compliance with that rule.

The result is that we recommend to His Excellency the Governor that the petition of Khan Bahadur Muzaffar Ali Khan be dismissed and that the election of Nawabzada Ejaz Ali Khan be held valid.

We further recommend that the parties bear their own costs. We make this recommendation in order to mark our strong disapproval of the manner in which the respondent has endeavoured to meet the charges brought against him by the production of evidence which is not, in our opinion, capable of being believed. This has entailed a prolongation of the hearing of this case which was unnecessary and unjustifiable.

H NELSON WRIGHT,

President

G C BADHWAR,

Commissioner

TEJ NARAYAN MULLA,

Commissioner

MUZAFFARNAGAR (M R)

No II, 4th July 1927

NAWABZADA MUHAMMAD AIJAZ ALI KHAN *Petitioner,*
Versus

NAWABZADA MUHAMMAD LIAQUT ALI KHAN *Respondent*

This petition arose from the general election held in October 1926. It alleged many corrupt practices in the form of bribery, direct and indirect, undue influence and personation.

Bribery was said to have taken place at three polling stations, Charthawal, Barla and Titari. At the first place the Commissioners were of opinion that "the story of cash payments on the large scale and in the open manner suggested by the witness Ismail is improbable, the police officer on duty saw nothing of it. It may be mentioned also that Chajju who was the petitioner's agent at the Charthawal polling station, says he complained to the presiding officer about the respondent's voters being treated by Karam Karim, he does not say he complained of cash payments being made.

On the whole we do not find it established that cash bribes were given at Charthawal.

At Barla the evidence tendered was to the effect that those persons who voted for the respondent were paid a rupee each. It was found on a scrutiny of the votes that 298 votes were cast for the petitioner and 69 for the respondent, whereas one witness had alleged that some 200 or 250 voters were paid money on behalf of the respondent. Evidence was given by one Shabbir Hasan that he was working for the respondent at this polling station, and that those who voted for the respondent were paid a rupee each.

It was denied by the respondent in the written statement that Shabbir Hasan did, in fact, work as his polling agent that day. It was suggested that he had been influenced by the fact that there was a profits suit against him which was being tried.

by the petitioner. The respondent had put in a copy of the order sheet in that case, and the complete record had also been sent for. It appears that on December 17th 1926, one S Hamid Husain and one Musammât Fatîma instituted a suit for profits against Shabbir Hasan, and the suit was sent to the petitioner, who is an Honorary Assistant Collector, on April 8th 1927. Shabbir Hasan professed not to know of that suit, but the respondent called Muhammad Ismail to prove that Shabbir Hasan did know of it. Some evidence was produced on behalf of respondent that Shabbir Hasan was working on the election day not for the respondent but for the petitioner. Rastam said that Shabbir Hasan and one Ibrahim wanted him during the hearing of this petition to give evidence for the petitioner to the effect that he had received money, food and conveyance hire, but he refused. Ahmad gave similar evidence and so did Sikandar.

Whatever might be the truth about Shabbir Hasan's activities on the election day and afterwards the Commissioners thought that the petitioner's evidence as a whole as to bribery at Barla was adequately met by the respondent. In particular, they found that no complaint was made to the presiding officer, and they did not find that bribery at the Barla polling station was proved.

Only one witness deposed as to bribery at Titawi on the election day itself, but it was alleged that voters were bribed on behalf of respondent on 31st October 1926. The evidence on this point consisted essentially of a letter purporting to be written by one Phul Khan to the petitioner, telling him that an emissary of the respondent had been to mohallâ Chathela and paid voters five rupees a head. Consequently, if the petitioner wanted to secure votes, he would require to pay ten rupees a head.

This "precious communication" was dated October 31st 1926.

Phul Khan, called as to it, admitted writing it, but said that he was "deceived" into doing so. It was really written,

he said, at the petitioner's house one day after the election the date given in it being fictitious

Muhammad Ibrahim (petitioner's witness No 3) until lately a pleader's clerk, said the letter was written by Phul Khan at his (witnesses) employer's office, and he gave it at Phul Khan's request to the petitioner. The witness was not quite explicit on the point, but apparently he meant it to be understood that the letter was really written on October 31st 1926. On whatever date it was written, the letter was certainly shown on November 27th 1926, two days after the election, to Pandit Hari Charan Chaturvedi Deputy Magistrate. This gentleman was the election officer in the Muzaffarnagar district, and the petitioner showed him the letter on the date above mentioned. There was a note on it by the election officer to the effect that it was shown to him on November 27th 1926 at 10 a m. The object of getting him to make this note was, the witness said, to prevent its being said that it was manufactured after the counting of the votes, when it was brought to him the counting of votes had not begun.

"We do not think it necessary to go into an elaborate consideration of this letter and of the date on which it was to be taken to have been written. If it really was written on October the 1st 1926, it might have been expected to be produced if at all, before the election, although its contents were of so corrupt a nature that it is surprising it was produced at all. All that really needs to be said is this. The fact of a man's informing the petitioner that the respondent had been bribing voters is no sort of proof of such bribery, any more than the rest of the letter proved that the petitioner was doing or was ready to do the same, only on a more generous scale. Very wisely this letter was not strongly pressed on the petitioner's behalf as evidence of bribery having been committed at Chathela and it is, of course, no such evidence. The petition in a very extraordinary way represented that this bribery was done through this very man Phul Khan. This of course was not at all what

was suggested by the letter " The Commissioners held that the petition in this respect was most carelessly drafted, and this pre election bribery at Chathela was certainly not proved

It was alleged that the respondent had promised Rs 500/- for a school at mohalla Sarwat and that an agent of his at a large gathering asked those present to vote for the respondent because of this promise The Commissioners found that it was not proved that the respondent made any such promise They observed — The petitioner's whole evidence as to the promise of Rs 500 by the respondent is of the nature of hearsay evidence his witnesses on that point only profess to have heard of it from the Maulvi and the Maulvi himself denies that the respondent ever made any such gift or promise, or that any such gift or promise, was announced by him to the meeting "

Evidence was given of treating at two polling stations It was said that at Kandhla respondent's voters were treated at the house of one Muhammad Siddiq a polling agent of the respondent The petitioner's agent asked the presiding officer of that polling station to pay a visit to the house and satisfy himself whether treating was going on there or not The presiding officer, however, did not think he could enter a private house The respondent's agent Muhammad Siddiq however, also made a similar request which the Commissioners considered "considerably diminishes the force of the two complaints made on behalf of the petitioner' After examining several witnesses the Commissioners were of the opinion that the respondent's evidence was more reliable than the petitioner's

In the case of the other polling station at Charthawal, the petitioner examined seven witnesses one of whom was a shop keeper, who produced the ledger to show that various articles of diet were purchased from his shop on the 21th November 1926 to the value of Rs 35/10 6 A butcher also gave evidence that he killed a calf on the night before the election Another witness said that he actually saw treating take place, and complained to the Deputy Magistrate, who was the presiding officer

Another respectable witness a clerk in the district board office, said that food was provided for the voters at a certain house on behalf of the respondent and he saw actual feeding going on at the house of one Karim Karim. The respondent produced nine witnesses but the Commissioners thought their evidence "did not rebut the evidence adduced by the petitioner," and held that two agents of the respondent, at the Charthawal polling station provided food for the respondent's voters."

The charge of undue influence chiefly centred round the action of an Honorary Magistrate, Rao Usman Ali Khan at the Thana Bhawan polling station. The petitioner produced six witnesses who endeavoured to prove that Rao Usman Ali Khan assisted by Abdul Latif Lamberdar threatened voters that if they did not vote for Liaqat Ali Khan the respondent it would be the worse for them. One witness in consequence made an application to the presiding officer. The respondent called three witnesses one being a police officer who was on duty at the polling station. He admitted that Rao Usman Ali Khan was there that day but he did not see him putting any pressure on the voters. The presiding officer said he saw Rao Usman Ali Khan during the interval but he did not see him exercise any influence or pressure on voters. The finding of the Commissioners was as follows —

' We are of opinion on the whole that Abdul Latif and Rao Usman Ali Khan did exercise undue influence on the voters at Thana Bahwan. The former was admittedly an agent of the respondent s, but there is nothing to show that the latter was anything more than an over zealous supporter of the respondent s or, possibly as was suggested in the application an over zealous opponent of the petitioner. It is not reasonable to suppose that Wajid Husun would have made the above application had there been no justification for it and on a consideration of the evidence as a whole we are, as has been said, of opinion that undue influence was exercised at Thana Bhawan by the above two men. We shall have to return to this subject again later."

Evidence was tendered that one Diwan Jat, voted in the name of his brother Dasaundi and this was in fact admitted, but on the material point whether the personation was done at the instigation of an agent of the respondent, the Commissioners found the latter was not shown to have been connected in any way with the act and was not prejudiced by it. Similarly as regards the case of attempted personation the Commissioners found—

There seems to be no doubt that some person not a voter, whose identity has not come out before us made an attempt to vote at Oon and there is some evidence that he intended to vote for the respondent but there is nothing to show that the respondent was in any way connected with the episode, and we do not hold him to be in any way prejudiced by it.

The last issue dealt with the question of the return of election expenses.

This issue needs little or no discussion. Not a word of argument was addressed to us upon it by either side. The point of raising it in the petition presumably was that if the respondent was shown to have paid bribes or incurred other illegitimate expenses, and had not included them in his return of election expenses as it can be assumed he would not have done, his return of expenses could have been impugned as being to that extent incorrect. The harmlessness, however, of such illegitimate expenses if any, lies in the fact of them, and not in their non inclusion in the return. That presumably is the reason why the submission of an incorrect return of expenses is not in itself amongst the grounds for declaring an election void.

However that may be it is not shown to us that the respondent's return of his expenses was false. We have, it is true, found that some treating was done at Charthawal, one of those responsible being the respondent's agent, Karam Karum, but there is nothing to show that the respondent was aware of what was done there so it cannot be urged that he ought to have shown the money spent there amongst his expenses.

The general result of our findings, therefore, is

- (i) treating was done in connection with the voting at Charthawal by the respondent's agent, Karam Karim, and his "pairokar," Qutb ud din ,
- (ii) undue influence was exercised on voters at Thana Bhawan by the respondent's agent, Abdul Latif, and by his supporter, Rao Usman Ali Khan ,
- (iii) an act of personation was committed by one Diwan at the Shahpur polling station, and an attempt at personation was made by some person unknown at the Oon polling station, but no connection between the respondent and those acts has been established

We do not think the treating and the undue influence we have found proved were on anything but a small scale—we do not hold that they affected the general freedom of the election. As was mentioned at the outset, the respondent had the substantial majority of 1,984 votes. Although, therefore our finding is that the returned candidate was guilty by agents of corrupt practices falling under Part I of Schedule V of the rules, we were of opinion that this is a case in which the provisions of Rule 44 (2) may reasonably be applied. Accordingly we examined the respondent and his election agent. The latter is one Muhammad Akram Khan, and is not one of the agents we have found to have been concerned in the above corrupt practices.

The respondent has assured us that he knew nothing of the treating at Charthawal, and no treating took place either there or elsewhere with his knowledge or connivance. To the best of his knowledge and belief, his election agent was similarly guiltless.

Nor had the respondent knowledge of any undue influence at Thana Bhawan, or of the personation by Diwan. He also believes his election agent to have been unconnected with those matters. The respondent printed and issued a pamphlet, of which a copy, Ex R/9, has been put in before us. This

pmaphlet contains a translation of the portions of the rule relating to corrupt practices, and also contains the respondent's own instructions to his polling agents. Copies of these were distributed before the election to the polling agents, and receipts were obtained for them.

Muhammad Akram Khan, the respondent's election agent has also sworn that he was in no way connected with, or cognisant of, the corrupt practices, in question.

We are satisfied that the corrupt practices were not committed by the respondent or his election agent, and that they were committed contrary to their orders, and without their sanction and connivance. We also hold that all reasonable means were taken for the prevention of the commission of corrupt practices that those practices were of a trivial, unimportant and limited character, and that in all other respects the election was free from any corrupt practice on the part of the respondent or his agents. We accordingly hold, according to the principles laid down in Rule 11 (2) that the respondent's election is not void, but that he has been duly elected.

H SMITH,
President

4th July 1927

AGHORNATH MUKERJI,
Commissioner.

J N MUSHRAN,
Commissioner.

PALAMAU (N. M. R.)

THAKUR MAHENDRA NATH SAHI DEO . *Petitioner,*
Versus

BABU DEVAKI PRASAD SINHA *Respondent*

The Returning Officer found that there was no doubt as to the petitioner's identity, he also found that the petitioner was not ineligible, but he held that the nomination paper was bad because the reference to the relevant entry in the electoral roll was incomplete

The petitioner being a registered elector in the roll of electors of the Ranchi Non Muhammadan Rural constituency is entitled to stand as a candidate for the Palamau Non Muhammadan Rural constituency. He is entered at page 121 of the roll under serial number 51. The particulars given are his name his father's name his residence, his occupation and his income. Rule 11 (3) requires that the nomination paper shall be completed in the form prescribed in schedule III. Schedule III requires that the nomination paper shall contain among other things the name of the candidate, the father's name his age, his address, his denomination the name of the constituency on the electoral roll of which he is registered as an elector, and his number on the said electoral roll. A footnote to the form requires that where the electoral roll is subdivided and separate serial numbers are assigned to the electors entered in each subdivision a description of the subdivision in which the name of the person is entered must also be given here. The Ranchi Non Muhammadan Rural constituency is subdivided into 16 polling areas and into thirty police stations. There are 6,982 electors who have been numbered according to the polling areas to each of which is assigned a separate set of serial numbers.

The Returning Officer has rejected the petitioner's nomination paper because while giving the correct electoral number, it does not contain a description of the subdivision to which the electoral number relates.

On behalf of the petitioner it is contended that the nomination paper contains a sufficient description and substantially complies with the prescribed schedule

Now, the English Ballot Act of 1872 requires that each candidate shall be described in the nomination paper in such manner as in the opinion of the Returning officer is calculated to sufficiently identify such candidate. A rigid adherence to the electoral register is not necessary. And so it has been held that a contraction of a Christian name if well known is a sufficient statement of the Christian name (*Henry v. Armistage*, 12 Q. B. D. 257) while on the other hand the description of a candidate as Charles Arthur Burman when he was incorrectly entered on the register as Charles Burman renders the nomination paper void. It has been further held in India that while a total omission to describe a candidate is bad, it is sufficient if the nomination paper contains such particulars as will enable any one to identify the candidate with the person described in the nomination paper [Hammonds Indian Election Petitions, *Purnea*, Volume I 180]. A Returning Officer appointed under the English Ballot Act is not competent to investigate the eligibility of the candidate. He can only decide on the validity of an objection made to a nomination paper, but under the rules framed under the Government of India Act the Returning Officer is required to decide both on the validity of the nomination paper and also as to the identity and eligibility of the candidate. The proceedings before him therefore are less summary than those before a Returning Officer acting under the Ballot Act.

In the present case the Returning Officer takes the view that rule 11 is mandatory and the slightest omission is fatal. In our opinion that is not so. We think the whole statute and the object of its various provisions must be looked at before we can hold that a trivial omission which is really not material is sufficient to deprive a number of voters of their right to be represented in Council.

Now, what is the object of requiring that the name of the subdivision within which the petitioner is numbered should be given? The Returning Officer has to fix a time within which nominations are to be received. He has next to publish the nominations and to fix a day for the scrutiny. This means that the electors are to have a chance of objecting to the description and eligibility of the candidate. In the present case it does not appear that any such objection was made. The only objection preferred was one by the respondent. The Returning Officer has next to decide whether the candidate is the person he professes to be and whether he is ineligible. In this case the Returning Officer was satisfied that the petitioner was duly qualified. The object of naming the subdivision is to enable the Returning Officer or any elector to refer to the electoral roll in order that the identity and the eligibility of the candidate may be established.

In the nomination form now under consideration the name of the petitioner, his father's name and the names of the post Office, the police station and the district within which he lives are given. The Returning Officer and presumably the electors also were satisfied that these details were sufficient to identify the petitioner. Although there are 16 different electors who bear the serial number 54 in the electoral register the Returning officer was satisfied that there was no difficulty in tracing the particular number fifty four which relates to the petitioner. Why then must we hold that the provision requiring the mention of the subdivision is mandatory and thus defeat the purpose of the Act?

It has also to be considered whether there is any obscurity or ambiguity in the provision in question which would justify us in holding that it is not meant to be mandatory. The footnote to the schedule requires that where the electoral area has been subdivided the name of the subdivision is to be given. What does the word subdivision mean here? Every electoral area is subdivided into subdivisions of some kind. Is the area which the schedule requires to be described the revenue

subdivision or the police station or the polling station? We have no information as to the revenue subdivision within which the petitioner falls, but the recital either of the police-station or the polling station is sufficient to trace his place in the register. In the present case the nomination form gives the police station within which he lives and though the name of the police station is not repeated against the electoral number, the Returning Officer thought that the description was sufficient and we agree with him.

If it is contended that the polling station should have been mentioned the reply is that the schedule does not expressly say so. Therefore, in our opinion there has been a substantial compliance with the requirements of the law.

In these circumstances it will serve no useful purpose to enter into a detailed discussion of the English cases which have been examined by us. A Returning Officer under the Ballot Act in England is required to act much more summarily than a Returning Officer here. A reference to the great difference in the time allowed for publishing and scrutinizing the nominations and in the extent of their respective jurisdictions makes this clear. Therefore *Queen against Henry Spratley and others* (1856) 119 English Reports page 900 K B, *Gettard and others v Clarke* (1880) 5 C P D 253, *Moorhouse v Linney* (1885) 15 Q B D 273 are not of much real assistance. In India the *Purnea* case (Hammond's Election Petitions Volume I, 178) *Aligarh District West*, (Ibid, Volume II, 10), *Shalabal* (Ibid 259) and *Pawalpindi and Lahore Divisions* (Ibid 239) are in the petitioner's favour. On the other hand, the *Punjab North East Towns* (Ibid 228) and *Raipur North* (Ibid 232) are in the respondent's favour. But no general rule can be laid down, and in each case it is a question of fact whether there has been substantial compliance with the provisions of the law. In the present case the Returning Officer must have found that there has been such substantial compliance, because he says that there can be no doubt as to the

petitioner's identity and eligibility. No elector objected within the time allowed for objections, and we agree with the Returning Officer's finding. We disagree with his view that the specification of the polling area is mandatory.

The result, therefore, is that in our opinion the petitioner is entitled to succeed, and that it should be declared that Babu Devaki Prasad Sinha has not been duly elected and that the nomination paper of the petitioner should be accepted and the election allowed to proceed according to law.

B K MULLICK
J A SWEENEY.
A D PATEL

The 10th January 1927

PATNA DIVISION (N. M. U.)

BABU SUPUR KUMAR PRASHAD SIVHA . Petitioner,
Versus

BABU JAGAT NARAYAN LAL Respondent

The petitioner in this case has applied to have the election of Babu Jagat Narayan Lal the returned candidate from the Patna Division Non Muhammadan Urban constituency, declared void and to have himself declared as duly elected to the Bihar and Orissa Legislative Council. He has also prayed for his costs

His application is based on the following grounds —

- 1 That the name of the returned candidate stood only on the electoral roll of a special constituency to wit the Patna University, and he was therefore not eligible as a candidate for election from the above mentioned general constituency
- 2 That the electoral roll of a special constituency does not show the community to which an elector belongs and the procedure adopted by the returning officer in holding a summary enquiry in order to ascertain whether Babu Jagat Narayan Lal was a Hindu was unwarranted and wholly *ultra vires*

The first ground depends on the interpretation of rule 6, clause 1 (a) of the Bihar and Orissa electoral rules which governs the eligibility of a candidate for a general constituency and runs as follows —

“No person shall be eligible for election as a member of the Council to represent a general constituency unless his name is registered on the electoral roll of the constituency or of any other constituency in the province and unless in the case of a non Muhammadan Muhammadan or European constituency, he is himself a non Muhammadan, Muhammadan or European, as the case may be.”

The plain meaning of this rule is that any person is eligible for election as a member of the Council representing a general constituency if—

- (1) his name is entered on the electoral roll of that* constituency, and
- (2) he is a member of the same communal description as the constituency concerned.

Obviously therefore a person whose name is entered on the electoral roll of a special constituency is eligible for election as a member to represent a general constituency, so long as he satisfies the communal test. We are bound to follow the rule as it stands and we could not be justified in inserting therein words and conditions which find no place in it. There seems to be no sufficient reason why we should insert the word "general" before the word "constituency" in the clause "or of any other constituency in the province" as urged on behalf of the petitioner.

It is clear, moreover, from the wording of the rule, taken as a whole, that the word "general" has been purposely omitted before the word "constituency" in the disputed passage and that this omission is not the result of an oversight. Had it been intended to exclude candidates whose names are only entered on the electoral roll of special constituencies, the wording of the rule would probably have been as follows "unless his name is registered on the electoral roll of the constituency or of any other general constituency in the province, of the same community as that to which the candidate belongs", there would have been no need to add the clause "unless in the case of a non-Muhammadan, Muhammadan or European constituency he is himself a Muhammadan or non Muhammadan, as the case may be."

Moreover there is one consideration which in our opinion finally decides the matter

* The word "that" appears in the report as published in the Bihar & Orissa Gazette, notification No. 3503 A dated the 14 April 1927. The word "any" would appear to have been intended (*Editor*).

If the intention of the Legislature was (as, in our opinion, it is) to allow a person whose name is entered in the electoral roll of a special constituency to stand for election as a member to represent a general constituency, the wording of the rule could not have been in any way different from what it is at present. Whereas if it was the intention of the Legislature to prevent persons whose names are entered only on the electoral roll of special constituencies from representing general constituencies, this meaning could have been easily expressed by inserting the word ' general ' before the word " constituency " in the disputed passage and there is no reason at all to suppose that the Legislature has accidentally omitted this word.

Attention was drawn on behalf of the petitioner to a passage on page 31 in Hammond's " Indian Candidate and Returning Officer " which runs as follows —

" In the United Provinces a candidate is eligible for a general constituency (other than the European constituency) if his name is registered on the electoral roll of any other constituency in the province except the European constituency. In the other provinces, the candidate's name must be entered on the electoral roll of another constituency situated in the same province of the same communal description as that by which he desires to be elected "

It was urged that this shows that in the view of the author a person whose name is registered only on the electoral roll of a special constituency is not eligible for election as a member to represent a general constituency.

However we do not think that this is the author's meaning.

In the passage quoted the author was dealing with the difference between the rules in the United Provinces and in other parts of India as regards the community to which the candidate must belong, and he was not considering the question whether a person whose name is registered on the electoral roll of a special constituency could represent a general constituency. This is

made clear by another passage which occurs on pages 101 and 101 of the same work which runs as follows —

“The Returning Officer must therefore satisfy himself that the candidate is not ineligible on any of the following grounds (11) that the candidate is disqualified under rule VI”

“Such for example, would be the case if the candidate's name did not appear on the electoral roll of the constituency or on that of some other constituency in the province’

It is clear from this passage that in the view of the author a person whose name is registered on the electoral roll of a special constituency is eligible for election as a member to represent a general constituency and there is no doubt that this is the correct view

There is no dispute that the respondent in this case is a Hindu

Thus after due consideration of the matter we are unable to accept the first ground as valid

The second ground is also untenable, for electoral regulation 24 (1) clearly authorises the Returning Officer to make such summary enquiry as may be necessary in order to decide objections as to the eligibility of candidates

It was pointed out that under regulation 24, clause 2 (a), the production of a certified copy of an entry made in the electoral roll of a general constituency was conclusive evidence of the fact that the candidate was a member of the community of that constituency, whereas in the case of a person whose name was entered in the electoral roll of a special constituency there was nothing in the entry to show the community to which the elector belonged

However the clause does not say that the entry shall be the only evidence of the fact. In fact it clearly shows that the Returning Officer is entitled to decide whether a candidate is disqualified under rule 5 or rule 6

It was also urged that in some cases it may be a difficult matter to decide about the community to which a candidate belongs, as for instance in the case of a person claiming to be a European. However as we have already pointed out, it is open to the Returning Officer to take evidence and to decide this question in a summary way. If his decision is erroneous the matter can be set right by the Commissioners appointed to hear the election petition of the rejected candidate.

Moreover in the present case it is not suggested that the returning officer's decision on this point was wrong or that as a matter of fact Babu Jagat Narayan Lal is not a Hindu.

Thus it is clear that the present election petition must fail.

In our opinion the returned candidate has been duly elected. We recommend that this petition be rejected with costs which we assess at Rs. 80 to be paid to the respondent.

In connection with these election petitions a general application has been made before us by the Government Advocate on behalf of the Crown that the costs incurred by Government in setting up and maintaining the tribunal for hearing these election petitions should be recovered from the unsuccessful party.

We do not think it necessary to decide this point in connection with this case for even if it be held that Government is entitled to recover these costs in certain circumstances we are of opinion that the present petition was neither frivolous nor vexatious but was based upon an arguable point of law and hence in any event we would not be disposed to direct the petitioner to pay the expenses incurred by Government in this matter.

G. J. MONAHAN
A. N. CHATTERJI
A. D. PATEL

PATNA WEST (N. M. R).

BABU DASU SINHA

.. *Petitioner,**Versus*

1. BABU RAJANDHARI SINHA

2 BABU PUNDEO PRASHAD SHARMA

Respondents

The election was sought to be declared void on the ground that the voting in two of the polling stations in the constituency, namely, at Islampore and Masaurhi, was conducted in an illegal manner and was vitiated by non observance of the provisions of law, and by threats undue influence and duress which prevented a free exercise of the right to vote on the part of a large number of voters and that the result of the election had been materially affected thereby

The conduct of the proceedings at Islampore was attacked on the ground that the presiding officer did not adjourn the polling in spite of outbreaks of rowdiness and violence and serious disturbance between 11 A M and 1 35 P M, which interrupted the work of voting repeatedly, and also that the poll was finally closed at 4 30 P M, i e, 25 minutes before the time prescribed by the local Government

As regards Masaurhi it is alleged that on the 30th November 1926, the date fixed for the election there was rioting and disorder of such a serious nature that the presiding officer, Babu Nandlal Bhagat, was compelled to close the poll at 12 noon. The petitioner's complaint is that no announcement was made then as to when the polling would be resumed but it was illegally resumed at 2 P M that day. The petitioner further complains that on the next day the polling was resumed only for 1½ hours from 10 to 11 30 A M whereas it should have continued for a longer period. A large number of voters who came after 11 30 A M in the 1st December were not allowed to vote

Apart from these specific allegations the following general grounds have been set forth --

- 1 The voters of Islampore and of Masaurhi polling stations who numbered more than 1,800 and 1,600

respectively, were not given reasonable facilities to record their votes in accordance with the provisions of rule 15 (1) (3) of the Bihar and Orissa electoral rules in as much as it was impossible for such a large number of electors to get their votes recorded at one polling station within a period of seven hours only

- 2 The respondent had issued printed notices containing false allegations, in order to induce the voters of the constituency to vote for respondent No 1 and not to vote for respondent No 2, and that the names of the printer and publisher did not appear on the face thereof

Respondent No 1 has filed a written statement in which the allegations of the petitioner are denied, except that it is admitted that there was some confusion at Masaurhi on the 30th of November with the result that the polling was suspended at 1 30 P M, and resumed at 3 P M when order was restored

Before dealing with the specific allegations in this case we think it will be well to discuss the general law on the subject

In accordance with the law of this country as laid down in rule 44 of the Bihar and Orissa electoral rules, the election of the returned candidate shall be void if in the opinion of the Commissioners the result of the election has been materially affected by a corrupt practice or by any non compliance with the provisions of the Indian Election Offences and Inquiries Act or the rules and regulations made thereunder Thus in the present case we have to decide whether any corrupt practice has been committed, and whether there has been any non compliance with the rules and, if so, whether these defects have materially affected the result of the election, or in other words whether, had these defects not occurred, the returned candidate would not have secured a majority of votes

In this respect the law in India seems to be different from the English law Under section 13 of the Ballot Act (35 and 36 Victoria, C 33) no election shall be declared invalid by reason of

non compliance with the rules contained in the first schedule of the Act or any mistake in the use of the forms of the second schedule of the Act, if it appears to the tribunal having cognizance of the question, that the election was conducted in accordance with the principles laid down by the Act, and that such non-compliance or mistake did not affect the result of the election. Thus in accordance with the English law if it has been proved that there was a non compliance with the rules under the Act, the onus lies on the respondent of showing that this non compliance did not affect the result of the election. Whereas under rule 44 of the Bihar and Orissa electoral rules even though the petitioner succeeds in proving that there was a corrupt practice other than those mentioned in part 1, schedule 5 or that there was non compliance with the provisions of the law under the Act, the onus still remains on him of showing that this corrupt practice or non compliance materially affected the result of the election or in other words, caused the returned candidate to obtain a majority of votes. In this connection we may point out that it has been held by Mr Justice Grove in an English case (the *Hackney Case*) reported in Volume II of O'Malley and Hardcastle, page 77, that the result of the election must be held to have been materially affected even if, but for the irregularities in connection with the election, the returned candidate would still have been elected though with a reduced majority. However, this view has been dissented from in a subsequent case (The *East Clare Case*) reported in Volume IV of O'Malley and Hardcastle, page 162, in which it has been held that the result of the election cannot be said to be materially affected unless the irregularities which have occurred actually turned the scale in favour of the returned candidate. It is not sufficient to show that they have merely increased his majority. In our opinion there can be no doubt that the latter judgment represents the correct view of the law.

Thus in the present case the petitioner must not only show that corrupt practices of irregularities have taken place but he

must further show that but for these corrupt practices or irregularities the returned candidate would not have obtained a majority of the votes. In this connection we may refer to an Indian case (The *Bulandshahr* Case) reported in Volume I page 86 of Hammond's Indian Election Petitions in which it was held we think rightly, that it was not sufficient for the petitioner to show that the result of the election might have been affected by the non-compliance with the rules but he must show that it was actually affected thereby.

The difference between the English and the India law on the subject is well brought out in the *Lahore* Case Hammond's Election Petitions Volume I page 130 at page 143 where it is observed— The former only requires the creation of a presumption that the result may have been affected the latter requires the creation of a presumption that it *has* been affected. As stated in Hammond's Indian Candidate and Returning Officer at page 177 the petitioner must establish as a fact that the result was (not might have been) materially affected.

and he must be able to prove either that the respondent gained or the petitioner lost a *definite* number of votes.

Evidence has been given to the effect that at Islampore there were lathials inside the enclosure and even in the verandah where the polling was going on. This is improbable on the face of it. It is unlikely that the presiding officer Dr R C Ray, would have allowed this especially as the polling station was situated at the police thana and Dr Ray had the services of the *jamadar constables daffadars and chaukidars at his disposal*. Some of the intending voters are said to have been hurt by these lathials to the petitioner's knowledge, but it is significant that he did not complain of this to the presiding officer or to the police officers. There was a complaint in writing made originally to the presiding officer and then to the police about the holding up of voters in a garden close by. However this petition contains no mention of rowdiness and violence by lathials, or other acts of intimidation. Ramlakhan, who was one of the

voters for the petitioner says that he did not see anybody being beaten by lathials. In our opinion, had there been a number of lathials there on behalf of respondent No 1, and had they been obstructing Babu Dasu Sinha's voters in the way alleged, the result would have been a free fight in which many people would have been injured. Moreover the petitioner's allegation on this point are contradicted by the evidence of the presiding officer and of Mr Fakhr ud din who was respondent No 1's agent at Islampore. Thus we are unable to hold that there was any systematic disorder or violence caused at Islampore at the instance, or with the connivance, of the respondent No 1 or that any intimidation took place there.

We are unable to hold that the confusion was due to any deliberate act on the part of the respondent No 1 or his men. The Sub Assistant Surgeon states on oath that he did not exercise any undue influence or canvass for the respondent No 1. It is a fact that he was directed to sit quite near the presiding officer, but this does not necessarily show that he had been guilty of any unfair tactics. This will be clear from the presiding officer's note. We do not think that it has been proved that the doctor acted in the way alleged. In any case there is no proof that he did so, with the connivance of the respondent No 1.

There is no satisfactory evidence to show that the police officers of Masaurhi were obstructing the petitioner's voters, nor do we think that the allegations against Babu Lal Sao and others have been substantiated.

It is true that there was some crush and confusion at both the stations owing to which the enclosure broke down at Islampore at about 3 or 4 P M and at Masaurhi at 1 30 P M. However this appears to have been due to the anxiety on the part of the voters to vote. As will appear from the evidence the gate of the enclosure at Islampore broke owing to the rush of the voters on both sides and the petitioner's voters were in front. Thus it would seem that they were chiefly responsible

for this. Also it would seem that at Islampore there were about 1,000 non voters present who caused disturbance. Be that as it may, the respondent No. 1 or his agents have not been shown to have been responsible for the confusion or the breaking of the enclosures.

In our opinion it is extremely unlikely that in spite of definite instructions that the polling should continue till 5 P. M., a responsible presiding officer in the position of Dr. Ray would have definitely closed the poll before the appointed hour. The petition (Ex. 8) said to have been filed by Babu Dasu Sinha at 4-35 P. M. does not state clearly that the poll was closed at that time. The presiding officer is positive that this petition was presented to him after 5 o'clock. He swears that the polling went on till 5 P. M. He is corroborated by the sworn testimony of one of the polling officers and of Mr. Fakhr ud din and by the probabilities of the case. We find this issue against the petitioner.

In one publication the name of the press is mentioned on the notice. As held in the *Saran* case reported in *Hammond's Indian Cases*, Volume II, page 250 at page 252, the name of the press may be taken as the trade mark of the printer, and the printer of a pamphlet is assumed to be the publisher also. In any case, we cannot find that the omission of the name of the printer or publisher on any leaflet has affected the result of the election within the meaning of rule 44 (1) of the electoral rules. It has not been shown that there is any false allegation therein.

We must now consider whether the action of the presiding officer in suspending the poll from 1-30 to 3 P. M. on the 30th November and in resuming it for an hour and a half from 10 to 11-30 A. M. on the 1st of December was a breach of the rules and regulations under the Act, and if so, whether the result of the election has been materially affected thereby.

In this connection it is necessary to refer to regulation 30 of the Bihar and Orissa electoral regulations. Under regulation 30, clause (1), the presiding officer is bound to keep order

at the polling station and to see that the election is fairly conducted Under clause (2) the presiding officer shall close the polling station at the hour appointed in that behalf by the local Government under regulation 28 (which in this case was 5 P M) However, there is a proviso to the effect that if the presiding officer, owing to the occurrence within the polling station of rioting or disorder beyond his control is compelled to close the poll before the hour so appointed by Government the poll shall be adjourned to the following day to an hour to be fixed by the presiding officer, and shall remain open on that day for a period equal to the period during which the recording of votes was prevented on the previous day

According to the petitioner, this proviso means that if as the result of rioting and disorder the polling has to be stopped, even for five minutes, the presiding officer has no power to resume the polling on that day for the remaining period after order is restored, but must at once adjourn it to the next day for the remaining period Thus in the present case in as much as it was admitted that the polling was stopped at 1 30 P M, it was urged that it should have been then and there adjourned to the next day and should have been opened next day for a period of at least 3½ hours

It is part of the ordinary duty of the presiding officer to keep order If a disturbance occurs he is, as we read the law, bound to make reasonable endeavours to restore order If he succeeds in restoring order he should resume the polling and continue it till the appointed hour In case he fails to restore order, he must adjourn the poll till the next day The expression "rioting or disorder beyond his control" and the wording "compelled" show that he must make reasonable efforts to control the rioting or disorder

It seems to us absurd to suppose that, on account of a temporary disturbance which may last only for 5 minutes, the presiding officer is bound to adjourn the polling until next day. This view is open to serious objection

It may be said that the regulation in question is not very clearly worded. But the words of a statute, when there is a doubt about their meaning are to be understood in the sense in which they best harmonise with the subject of the enactment and the object which the legislature has in view (Maxwell on the Interpretation of Statutes, 5th Edition, page 85, quoted with approval in *Rawalpindi* and *Lahore* case reported in Hammond's Indian Election Petitions, Volume II, page 240). It cannot have been the intention of the framers of the regulation that a temporary suspension of polling even for five minutes would require the presiding officer to adjourn the poll to the next day, and thereby run the risk of there being no voting in case of disorder beyond his control occurring on the following day.

In our opinion the word "close" in the proviso includes the case of a temporary closure, that is to say, if the presiding officer is compelled to close the poll either temporarily or finally before the hour appointed by Government, the poll shall be taken up on the next day, for the corresponding period during which it remained closed. The words "shall be adjourned to the following day" are specifically inserted in order to guard against the possibility of the presiding officer resuming the poll that very day beyond the hour appointed by the local Government. The last lines of the regulation in which it is said that the poll shall remain open on the next day for the period equal to that during which the recording of the votes was prevented on the previous day, can refer only to the period for which polling, was actually prevented by rioting or disorder beyond the control of the presiding officer, and seem to contemplate the re opening of the polling on the original day after order is restored.

At best it may be supposed that the case of temporary suspension is not provided for in the rules. It is settled law that in cases where no specific rule exists the court must act according to equity, justice and good conscience and

in the exercise of its power, it must be careful to see that its decision is based on sound general principles and is not in conflict with the intentions of the legislature. Applying this test to the case in point we are bound to hold that the action of the presiding officer in resuming the poll after restoration of peace and reopening it on the following day for a period equal to that during which it had been suspended on the original day, was in consonance with the dictates of justice, equity and good conscience.

Thus in our opinion the presiding officer was not in any view guilty of any breach of the regulations under the Act.

It appears that the number of the electors in the two polling stations, Masaurhi, and Islampur, is 1,642 and 1,831 respectively, making a total of 3,473, and that according to the evidence of the presiding officers of these two stations, all the voters if they had come to the polling stations, could not possibly have exercised their franchise and only about 57 per cent of them could have voted.

It is therefore urged on behalf of the petitioner that the arrangements for voting were insufficient, and hence the election should be set aside. Now clause (c) of sub rule (1) of rule 44 of the electoral rules authorises the Commissioners to avoid an election if the result has been materially affected by any non compliance with the provisions of the Act or the rules or regulations made thereunder, or by any mistake in the use of any form annexed thereto.

It seems to us that the Commissioners are not in a position to question whether any rule or regulation made is proper or not. The local Government in accordance with the powers vested in it under the rules, has framed regulations for appointing the hours of polling and delegating certain powers to the returning officer. The Election Court is not competent to sit in judgment over those rules or regulations, but it can certainly enquire whether any such rules and regulations have been complied with or not. For example, if the hours fixed be not published

by the local Government in the Gazette or if the Returning Officer does not select a polling station or any particular area or does not appoint a presiding officer and polling officers for each station these will amount to a non-compliance with the rules and regulations and will come within the province of the Election Court

Three grounds have been taken in argument for assailing the sufficiency of the arrangements, namely, (1) there should have been more than one polling station for each of these two areas (2) the time fixed should have been more than seven hours, and (3) the number of polling officers should have been larger

Under regulation 28 the local Government has to fix the hour of polling. There is no dispute that 7 hours (10 A M to 5 P M) have been fixed, and that this was published in the Gazette. We cannot say that there has been a non-compliance with the rules and regulations in this respect. Nor can we say that there has been an improper exercise of discretion in this respect, because it is clear from the evidence that the voting in the first hour was slack and voters came in larger numbers after 11 A M. Hence there would have been no object in starting before 10 o'clock and in the month of November, voting cannot be continued conveniently after 5 P M.

After considering the evidence we do not consider that the petitioner has established this point or has shown that actually 667 more persons came to vote and were prevented from doing so. No doubt the small percentage of voters at these two stations—viz. 31 per cent at Islampore and 42 per cent at Musurhi, at first sight gives rise to a suspicion that some persons may not have been able to record their votes. However it is a settled principle that suspicion though a ground for scrutiny cannot be made the foundation of a decision. It is essential to take care that the decision of the Court rests not upon suspicion, but upon legal grounds established by legal testimony.

There is no satisfactory evidence to show how many voters at Islampore were actually unable to record their votes. The

evidence on this point on behalf of the petitioner is somewhat indefinite. The presiding officer has said that as far as he is aware after 5 P M only about 5 or 6 voters were near the table round him and were asking for ballot papers. It is true that there was a large crowd but the evidence shows that many of the persons present earlier in the day were not voters at all but were mere spectators.

As regards Masaurhi the presiding officer has said that on the 1st December there were many voters present who could not vote. The petitioner's additional polling agent for that station, estimates that out of the persons present there were about 90 or 100 voters with white cards (the petitioner's colour). In this connection we must remember that in paragraph 13 of the election petition the allegation is that the voters who came to the polling station after 11 30 A M were not allowed to vote. There is no clear allegation that any who turned up in time were unable to vote.

The paucity of number of voters may be explained by the fact that many did not care to come and vote.

Be that as it may, we are not satisfied that the arrangements as made prevented such a large number of voters from being able to record their votes as would have turned the scale in favour of respondent No 1.

It appears from the evidence of the presiding officer that at Islampore the polling was interrupted for about 20 minutes on account of confusion at 3 or 4 P M. No clear ground has been taken by the petitioner that the polling should have been resumed for this period on the following day. However even if it been taken that this short interruption should have been made good the next day only about 40 more votes could have been recorded in that time. Thus even supposing that all these votes would have been in the petitioner's favour, this would not have turned the scale.

While holding that the election has not been vitiated on this ground we deem it our duty to recommend that in future

elections the returning officer should make suitable arrangement, by opening more polling stations for large areas or by appointing a bigger staff or in such other manner as may be necessary in order to enable all the voters to record their votes if they wish to do so. Arrangements should not be made on the assumption that a large proportion of voters will abstain from voting.

From what has been said above it follows that the petitioner has failed to establish his case and has not satisfied us that the result of the election has been materially affected by any corrupt practice or by any non compliance with the rules and regulations made under the Act. Hence in our opinion respondent No 1 Babu Rajandhari Sinha has been duly elected.

Before concluding we would like to repeat the weighty observations of Baron Martin in the *Warrington* case reported in *O'Malley and Hardcastle's Election Petitioners Volume I*, pages 42 and 44 —

It would be in my opinion ridiculous to say that because at one booth there was an irregularity the whole of the rest of the borough should be put to the trouble of a new election and all that has taken place declared null and void. I adhere to what Mr Justice Willes said at *Lichfield* that a Judge to upset an election ought to be satisfied beyond all doubt that the election was void and that the return of a member is a serious matter and not to be lightly set aside.

G J MONAHAN
A N CHATTARJI
A D PATEL

26th April 1927

POONA CITY (N. M)

RAO BAHADUR DAMODARDAS SHAH *Petitioner.**Versus*

Mr NARSO BALKRISHNA CHANDRACHUD

AND OTHERS

Respondents

This election petition arises out of an election of a member of the Bombay Legislative Council to represent the Poona City Non Muhammadan constituency. The day fixed for the poll was November 9th, 1926, and the polling was to commence at 8 a.m. Before that hour, however, the Returning Officer, the Collector of Poona, heard that the Responsivist candidate, Dr Lohokare had died in the night of November 8th. He therefore stopped the poll under Rule 13 of the Bombay electoral rules and reported the matter to Government, who by two notifications of November 10th declared that it was necessary to hold a fresh election and appointed times for the various steps necessary to an election. Opponent No. 1 Mr Chandrachud came forward as Responsivist candidate in place of Dr Lohokare and was subsequently declared elected by a large majority over petitioner.

The case of petitioner may be put shortly as follows. He contended that Dr Lohokare died after midnight and therefore on the day of the poll that rule 13 only authorises the Returning Officer to countermand the poll, when a candidate has died after nomination but before *the date appointed for the taking of a poll*, that the act of the Returning Officer was therefore *ultra vires* as was also the act of His Excellency the Governor of Bombay in calling upon the constituency to elect a member and the act of the local Government in fixing times for the steps necessary to such election that by reason of this antecedent illegality the acceptance of the nomination of respondent No. 1 who had not been nominated before the first poll was improper and materially affected the result of the election and that therefore under rule 44 (1) (c) the election of respondent No. 1 was void. Leave was also asked to amend the petition, but at the hearing was not pressed.

We have examined witnesses on the point whether Dr Lohokare died before or after midnight and though it was strongly contended by respondent No 1 that the death occurred before midnight we hold it proved that as a matter of fact he died after midnight, and therefore on November 9th. In view of our finding on the interpretation of Rule 13 we do not think it necessary to record our reasons in full. We will only say that on this point we prefer the evidence of Dr Gokhale to that of Dr Belsare whom we suspect of partizanship. We think it inconceivable if the death had occurred before midnight that Dr Gokhale who was treating Dr Lohokare would not have been called in till 1 30 a m and that Dr Belsare the nephew and partner of Dr Lohokare, would have been ignorant of the death till 2 a m.

The next question is what is meant in rule 13 by 'the date appointed for the taking of a poll' and this question is one of some difficulty as the word 'date' has not been defined in any interpretation act, nor have we been able to discover that the word has ever been judicially interpreted. 'Date' is defined in Webster's Dictionary as 'the point of time at which a transaction or event takes place or is appointed to take place'. In this case the polling was appointed to take place at 8 a m on November 9th and this point of time can be said to be the date appointed for the taking of the poll. It may be conceded that the date of an event is generally described as a certain year, month or day but there is no logical reason why the time indicated by the word should not be more minutely defined. We are therefore inclined to think that by date appointed for the taking of a poll all that is meant is the time appointed for the poll. We have not ignored the fact that in rule 12 (2) the phrase "the commencement of the poll" is used, a phrase which would have been more suitable in rule 13 but on the other hand if the draftsman had intended to exclude the day of the poll he would have written 'day appointed or the taking of a poll' and there would have been no possibility of mistaking his meaning. The interpretation which we put

on the wording of rule 13 is the one which we think was intended and is one which will carry out best the intention of the rule. Otherwise the death of a candidate nominated to represent a particular party will, if it occurs between midnight and 8 a.m. on the day of the poll, practically disenfranchise the voters of that party. In view of our construction of rule 13 we hold that the poll was rightly countermanded, as the death of Dr. Lohokare admittedly took place before the time appointed for the taking of the poll. The nomination of respondent No. 1 was therefore properly accepted, and we think that there is no ground for holding that the election of respondent No. 1 is void. In view of the circumstances that the meaning of rule 13 was doubtful, and that petitioner has succeeded on the issue of fact, we would recommend that each party should bear his own costs. We would further recommend that the language of rule 13 should be altered in order that there may be no difficulty in future owing to its want of precision. By the expression "Costs" we mean the costs which would be taxed if these proceedings were an ordinary civil suit. They are in the case of petitioner Rs. 93 5-0, in the case of respondent No. 1 Rs. 6 12-0, in the case of respondent No. 2 Rs. 30 8-0, in the case of respondent No. 3 Rs. nil, and in the case of respondent No. 4 Rs. 30-8-0. We think that the cost of setting up the Commission should be borne half and half by petitioner and respondent No. 1. These costs should be retained out of the deposits made by petitioner to Government and he will be entitled to recover one half of the same from respondent No. 1.

Poona, 31st March 1927

(Signed) A. C. WILD

M. P. KHAREGHAT

G. S. RAO

CASE No XXX

POONA DISTRICT (N M U)

MR DINKHAW CAWASJI

Petitioner

Versus

MR SADASHIVRAO AND OTHERS

Respondents

THIS is a petition in which the election of respondent No 1 is sought to be declared void under rule 44 (1) (c) of the Bombay electoral rule by reason of the improper acceptance of his nomination as candidate for election as member of the Bombay Legislative Council for the Poona District Non Muhammadan Rural constituency. It is alleged that he was ineligible for election under rule 6 (1) (b) as he had not for the period of six months immediately preceding the last date fixed for the nomination of candidates in the constituency i.e. September 18th 1926 resided in the constituency. It was further alleged that he was ineligible for nomination as he was not a British subject and was a member of the royal family of Devas. The following two objections are not now presented.

It is not disputed that for the period March 18th to September 18th respondent No 1 was Home Member of the Gwalior State and that he was given leave from April 22nd and resided at Poona from about that date. It is petitioner's case that as no objections were raised in the *Gwalior State Gazette* over the signature of respondent No 1 up to that date it is not possible that respondent No 1 could have been residing in the Poona constituency for the full period of six months from March 18th to September 18th and that therefore respondent No 1 has not acquired the residential qualification necessary to make him eligible as a candidate for election. We however accept as correct the extract of leave record which shows that respondent No 1 was on casual leave from January 31st to February 2nd from February 23rd to February 28th from March 11th to March 16th and from March 29th to April 9th and the evidence that when at Poona on casual leave he carried on his work at Gwalior by means of correspondence. The copies of the *Gwalior State Gazette* on which alone petitioner relies do not therefore show that

respondent No 1 was continuously at Gwalior till April 22nd. We see no reason to doubt the statement of Rao Bahadur Patil that in February when he saw him in Poona, respondent No 1 told him that he was standing for election and this makes it probable that he took the necessary steps to secure a residential qualification. The evidence that he did so consists of the evidence of his agent, Shinde that respondent No 1 hired through him a house in Poona City on March 1st and actually lived in it in the first or second week of March. Shinde is supported as to the hiring of the house by its landlord, Thube, by the receipt for the first month's rent dated March 1st, and by the writer of the rent note which was executed on April 5th as respondent No 1 was not in Poona on March 1st. There is further the evidence of respondent No 1's clerk, Shitole, and his friend Mr Kalbhor, an ex M L C, that respondent No 1 stayed in the house hired from Thube in the second week of March. We therefore hold that it is clearly proved that respondent No 1 hired a house from March 1st and lived in it for a few days in the second week of that month and that he resided at Poona from about April 22nd, in fact for the major part of the period March 18th to September 18th.

These being the facts it is necessary to consider whether they constitute residence within the meaning of rule 6 (1) (b) of the Bombay electoral rules. The word *reside* in that rule is not defined nor have we gained any assistance from a perusal of the rulings in 2 Bombay L R 605 and 18 Bom 290 cited for the petitioner which deal with the word *reside* as used in the Civil Procedure Code and the word *dwell* in the letters patent of the Bombay High Court. We do not think that a stricter construction should be given to the word *reside* in rule 6 (1) (b) than has been given in construing the English Representation of the People Act in the case of which it has been laid down that the person claiming to have a residential qualification by reason of residence in lodgings is not required to have actually lived uninterruptedly in the lodgings during the qualifying period (*vide* Halsbury's Laws of England Vol 12,

paragraph 367). "It is quite sufficient if he has the power to occupy the lodgings when he pleases," *ibid.* By this test respondent No 1 must succeed. He both actually and constructively resided at Poona before March 18th, he constructively resided there from March 18th till about April 22nd and he was actually residing there from April 22nd till September 18th.

This being the case, we hold that respondent No 1 resided in the constituency for the period of six months immediately preceding the last date fixed for the nomination of candidates and that his nomination was rightly accepted. We therefore think that the election of respondent No 1 was not void, and we would suggest that as there was some doubt whether respondent No 1 was qualified by residence to be nominated, each party should bear his own costs. By the expression "Costs" we mean the costs which would be taxed if these proceedings were an ordinary civil suit. They are in the case of petitioner Rs 74-11 0, in the case of respondent No 1 Rs 31 2 3, in the case of respondent No 2 Rs 31, and in the case of respondent No. 3 Rs 30 8 0. We think that the cost of setting up the Commission should be borne in the proportion of two thirds and one-third by petitioner and respondent No 1. These costs should be retained out of the deposit made by the petitioner to Government and he will be entitled to recover one third of the same from respondent No 1.

Poona, 31st March 1927

(Signed) A. C. WILD,
M. P. KHAREGHAT,
G S RAO.

CASE No XXXI.

RANGOON (WEST) (G U)

I—3RD AUGUST 1926.

U KYAW ZAN		<i>Petitioner,</i>
	<i>Versus</i>	
U THEIN MAUNG		<i>Respondent.</i>

REPORT

At the Election to the Burma Legislative Council for the two seats in the Urban General Constituency, Rangoon West, held on the 17th day of November 1925, the result of the polling was as follows —

Kheng Beng Chong	3 520 votes
U Thein Maung	2,923 „
U Kyaw Zan	2,203 „
U Ba Dun	1 676 „
U Tun Baw	751 „
U Nyo	235 „

Kheng Beng Chong and U Thein Maung were declared elected

On the 22nd December 1925 a petition against both the successful candidates was presented by U Kyaw Zan to His Excellency the Governor alleging sundry malpractices voiding their election and praying to be himself declared duly elected. Before the hearing of evidence U Kyaw Zan withdrew his petition against Kheng Beng Chong and abandoned certain of his charges against U Thein Maung confining himself to protesting (1) that Mrs Thein Maung had been guilty of intimidating voters at the Pongyi street polling booth (2) that U Thein Maung had employed agents to get persons to vote for him in the names of dead persons or persons who although entitled to vote had not voted, (3) that his agents had paid money to voters to vote for U Thein Maung, (4) that U Thein Maung had caused his agent at Kanoungto to treat voters with tea on the day of the election.

The petitioner in his evidence complains that Mrs Thein Maung who was acting as agent on behalf of her husband at the booth stood outside the Hpongyi Street polling booth and called out to voters in insulting tones her object being to create a disturbance, at the entrance to the balloting enclosure she caught hold of sundry voters asking who they were and what right they had to be there she addressed others saying that she was Thein Maung's wife that she was *shikoming* them and that they should vote for her husband, she accompanied some of the voters into the balloting enclosures and attempted to eject the presiding officer's orderly who was on duty there complaining that he was trying to influence voters as she was creating a disturbance the orderly practically dragged her out of the balloting enclosure U Kyaw Zan hints that she may have been instrumental in procuring personation as some of his lady supporters who shortly afterwards endeavoured to vote were informed that they had already voted His agent Po Ya Win merely says that she stood at the entrance of the polling booth and requested voters to vote for her husband and accompanied as far as the entrance to the screened enclosure three ladies who went to vote The presiding officer U Maung Gale states that Mrs Thein Maung objected to the presence of the orderly near the entrance to the balloting room, he therefore instructed his orderly to go away Mrs Thein Maung in spite of the protests of U Kyaw Zan and his own instructions persisted in standing near the entrance to the balloting enclosure telling people to vote for her husband, U Maung Gale was reluctant because of her sex to order Mrs Thein Maung out of the polling enclosure finally U Kyaw Zan handed him a written objection which unfortunately has been mislaid Myo Chun who was assisting the presiding officer mentions that Mrs Thein Maung was rather obstreperous and that she stood in the neighbourhood of the polling enclosure, in cross examination he volunteers the information that her companion pulled some people Mr Choon Fong who was Ben Chong's election agent heard Mrs Thein Maung shout that somebody

was inside the booth and heard Mr Kyaw Zan complain about the conduct of Mrs Thein Maung, Mrs Thein Maung pulled the presiding officer's orderly and in spite of remonstrance continued to stand at the balloting enclosure talking to the voters as they went in pointing out that they should vote for her husband Mrs Thein Maung denies the imputations made against her and explains that she found it necessary to protest from time to time against interference with voters by Kyaw Zan Mrs Thein Maung does not appear to have molested the voters in any way, her violence if any being directed towards the orderly of the presiding officer to whose presence at the entrance of the polling enclosure she objected We do not find it established that she entered the polling enclosure itself, nor can we hold that the mere soliciting of voters is undue influence We are of opinion that although Mrs Thein Maung did create some disturbance that would have justified the presiding officer in turning her out of the polling booth her action does not amount to undue influence defined in Part 1—2 of Schedule IV referring to corrupt practices

It is clear that Po Chit, alleged to be an agent of the respondent did give tea to voters in his house early in the day of the election The voters to whom he gave tea were in many cases persons of substance whose votes were not likely to be swayed by hospitality of this nature In view of the prevailing custom of giving tea wherever visitors are gathered together, we consider that Po Chit was only carrying out what he considered to be the prescribed etiquette of the country and that the mere giving of tea cannot in the particular circumstances be regarded as corrupt treating We cannot regard seriously the evidence that U Thein Maung himself was seen supplying Po Chit with tea and biscuits a couple of days before the election

As regards the allegations of payment by U Ye G. all that is established is that U Thein Maung handed over Rs 50 to U Ye G. a member of the committee of the Pon vi Street Thammara Association one of the main functions of which was

the public feeding of Hpongys, with instructions that the Association should entertain Hpongys to that amount with rice gruel. Rs 16 remain unexpended and some months after the election when the question arose as to what should be done with this balance Mr Thein Maung said that he preferred not to take the money back as it was originally intended for charity and made the money over to the Association.

U Kraw Zan argues that the contribution of Rs 16 to the Association some members at least of which had votes is included in the charge of the payments to voters alleged in the particulars furnished by him. It is objected that it is nothing of the kind and that the petitioner (although given ample opportunity) by not disclosing what his allegations against Ye Ge really were is not entitled to go into this question. With this contention we concur. Mr Thein Maung admits that he paid to the Hpongyi Street Association Rs 50 for the purpose of supplying rice gruel to Hpongys his motive being to gain religious merit which might bring him luck in the coming election. It is argued that even supposing that the treating of the Hpongys is held to be a corrupt practice we are not entitled to take it into account as it was not alleged in the charges originally framed. While agreeing that our functions are judicial and not inquisitorial and that we are not entitled to go into evidence on charges which were not contained (at least by reasonable implication) in the charges originally framed, we have no hesitation in saying that where a party himself admits that he has been guilty of what is *prima facie* a corrupt practice we are bound in the absence of a satisfactory explanation to take cognizance under section 41 (1) of the Burma Electoral Rules of that admission and to report accordingly. Where, however, the practice is susceptible of an innocent interpretation the Commissioners have no warrant for calling evidence to prove the contrary. In the present case U Thein Maung has explained that he desired to gain merit by entertaining hpongys. In view of the petty nature of the entertainment, we consider that this explanation may be accepted.

although we approve the dictum of Bowen J (quoted on page 432 of Rogers on Elections) that "charity at election times ought to be kept by politicians in the back ground" and we consider as highly injudicious Mr Thein Maung's entertainment of Hpongyi in a district with which he had no previous connection, and in which he intended to conduct an election campaign.

In seven cases there is not a shadow of doubt that there has been personation. Po U's widow states that her husband has been dead ten years. U Po Thu, ward headman, testifies that Po Chit is dead, that Po Dwe and Ma Kin have moved to another quarter, that Bi Than is mentally deranged and his whereabouts unknown. Na Thin's widow proves his death. Maung Chin Bo's son states that his father is twenty years dead, while Maung Tun Sein who has left the constituency denies that he went to the poll. As the truthfulness of these witnesses has been in no way impugned we accept their statements. The electoral rolls in charge of the tellers and the token clerks tally list show each of the above mentioned voters as having recorded his or her votes.

Three witnesses came forward to admit that they personated Chun Bon Tun Sein and Bi Than at the instigation of Sawa Hla Ma Ngwe Bu. Maung Po Yin, Maung Po Yi, Maung Thein Pe admit that they voted for Ma Kin, Po Chit, Ba Than and Po Dwe being persuaded to do so by Sawa Khin. Although there are indications that there has been some embroidery of their story the main features of the evidence of these witnesses have not been seriously shaken in cross examination.

The first group of personators allege that they were instructed by Sawa Hla to endeavour to get tokens which they were to bring back to Sawa Hla who in turn handed them over to Saw Nyun, the election agent of Thein Maung—who had wisely concluded that the best way of ensuring that purchased votes would be cast for his candidate was to put the tokens in the ballot box himself. Sawa Hla is a school master in charge of an unrecognised school. He explains that he worked hard for U Thein

Maung—who was Chairman of the Education Board—in return for a promise that his school would be recognised. It was only after the election when he had failed to obtain the desired official recognition that he turned against U Thein Maung feeling that he had been tricked. Notwithstanding U Thein Maung's repudiation of any promise on his part and his efforts to minimise the role played by Saya Hla in assisting him in the election, we are convinced that Saya Hla worked for Thein Maung with his consent and knowledge and that Thein Maung had held out hopes of recognition to Saya Hla in return for loyal co-operation at the election. The evidence of U Po Thein Vice President of the Dana Presaga Association which admittedly worked in Thein Maung's interest is conclusive on the point while a letter written to Maung Min Din by U Thein Maung in which he stated that on the advice of Saya Hla he was approaching U Min Din to ask for motor boats to assist him in the election shows that Saya Hla six days before the election was in direct communication with U Thein Maung and assisting him on in his campaign. Saya Hla subsequent to the election must have been aggrieved by some action or fancied action on the part of U Thein Maung to have acted as he has done. It may be added that the promise by U Thein Maung as it was not for the purpose of influencing the vote of Saya Hla was in no way a corrupt practice. Saya Hla says that at the instigation of Saw Nyun he bought the three personators namely Maung Tha Maung Maung Win and Maung Sein. It may be argued that Saya Hla's word is not to be trusted in view of his admissions of pique. The very candour of these admissions is in his favour. Moreover it must be considered that to go into the witness box and admit to behaviour which the man in the street regards indiligently as smart practice involving little moral turpitude is a very different matter from committing perjury. It is doubtful whether the Dana Presaga Association which is interested in the welfare of his school would view with any great favour the spectacle of Saya Hla for swearing him self to ruin U Thein Maung. It is significant moreover that no counter

allegations of personation have been brought against U Kyaw Zan. Had it been established that personation was taking place on a large scale on his side it might be permissible to assume that that possibly the personations now established were on his behalf. Maung Saw Nyun's eagerness to repudiate what is obviously his handwriting on the copy of the electoral roll that he gave Saya Hla and on which Saya Hla himself marked the dead and absent voters shows that the relations of Saw Nyun with Saya Hla were not of an innocent nature.

The other group of personators allege that they were asked to personate by Sava Khin, who paid them for their trouble. Saya Khin has gone into the witness box to rebut the evidence but his demeanour has if anything strengthened it as—although admittedly an agent of U Thein Maung—he professes to have taken no active part whatsoever in the election. Were he to be believed one might well ask what advantage U Thein Maung expected to gain by enrolling him as an agent. We have been most unfavourably impressed with his evidence, and with that of Saya Nyun, U Thein Maung's election agent, who fenced steadily during his cross examination and showed a manifold lack of candour throughout the whole of his evidence. The credibility of Saya Khin is not improved by the record in the polling register that two votes were cast in the name of his wife Ma Aye, one for her property in Kvaiklat Street, the other for her Pantaraw Street property. His assistant U Chit Po who is supposed to have prepared the lists for that quarter makes the astounding statement that he does not know why Ma Aye's name appears in the Kvaiklat street roll although he must be well aware that she owns property there. The general tenor of the evidence of the majority of the witnesses produced for U Thein Maung is surprisingly unconvincing.

The evidence, as a whole, establishes that Sava Hla at the instance of Saw Nyun, election agent of U Thein Maung, paid money to Maung Tha Maung Win and Maung Sein who personated Chun Bon Tan Sein and Ba Thin and that Sava Khin

paid money to Ma Ngwe Bu, Maung Po Yin, Maung Po Yi and Maung Thein Pe to personate Ma Kin, Pio Chaing, Ba Than and Po Dwe. We do not, however, consider it proved that U Thein Maung—who apart from his denial of his promises to Saya Hla has given his evidence with candour—had any knowledge of the purchase of votes. He is therefore not liable to disqualification under Rule 5.

The English principle is that the interests of the electors are paramount and that where a successful candidate has been subsequently declared disqualified, unless his electors had reason to know that the disqualification existed when he presented himself for election, their votes cannot be regarded as wholly wasted. Unless, therefore, a petitioner can establish that had it not been for the delinquencies of the unseated respondent or his agents the petitioner was morally certain of election the constituency is entitled to another opportunity of exercising its choice of a representative. There is nothing in our electoral rules to contradict this principle which appears to us to be at the base of the very concept of representation and this will govern our decision. We are fortified in our opinion by the decisions in the *Sheikhpura Case* (I E P I, 221), the *Amritsar City Case* (I E P II, 25) the *Bareilly City Case* (I E P II, 41), the *Belgaum District Case* (I E P II, 47) and the *Langra Case* (I E P II, 172). A contrary conclusion would appear to have been reached in the *Bombay City North Case* (I E P II, 77), but in that case the above question was not discussed while the *Jampur Case* (I E P I, 132) which appears to be approved tacitly in the case reported at page 390, *Burma Legislative Council Manual*—seems to proceed on the basis that when there are only two candidates, the successful petitioner is entitled to the seat so that apparently a candidate who had obtained only a handful of votes could claim to represent a constituency after unseating an opponent for whom many thousands had voted.

In the present case U Kyaw Zin who was over 700 votes behind U Thein Maung and less than 600 votes ahead of U Ba

Dun has produced no evidence that there was even a high probability of his election

Although, therefore U Thein Maung must as the result of the behaviour of his agents be unseated under Rule 44 (1) (b) U Kyaw Zan is not entitled to claim the seat

Following on our conclusions we have the honour to report to His Excellency the Governor—

(a) that personation of dead absent and missing voters took place at the instigation of Saw Nyun election agent, and Sayi Hla and Saya Khin agents of U Thein Maung, and that therefore the election of U Thein Maung is void under section 44 (1) (b) Burma Electoral Rules,

(b) that a new election to fill the vacancy thus created should be held,

(c) that expenses of U Kyaw Zan (who appeared in person) amounting to Rs 363 8 0 should be paid by U Thein Maung,

(d) that the sum of Rs 1 000 deposited by him be refunded to U Kyaw Zan

(e) that the following persons are proved to have been guilty of corrupt practices —

(1) Saw Nyun son of U Shwe Iol Maung Po Hla son of U Shwe Maung Sayi Khin son of U Kyaw U are guilty of bribery and instigation to personate

(2) Maung Than son of U Thu Daw Maung Win son of Ko Po Bang Maung Sein son of Ko Po Sein Ma Ngwe Bu daughter of U Hpan Maung Po Yin son of Ko Po Thet Maung Po Yi son of Ko Shwe Min Maung Thein Pe son of Ko Po Lan are guilty of accepting bribes and of personating We do not recommend the removal of the disqualification incurred by them under the Burma electoral rules

J P DOYLE

President

R G MIYAGAR,

HLA BAW

CASE No XXXII.
RANGOON (WEST) (GU)
II.—4TH APRIL 1927.

MAUNG BA TIN

.. *Petitioner,*

Versus

U MAUNG GYEE

.. *Respondent.*

On the 23rd day of November 1926 polling took place with the result that U Maung Gyee the respondent secured 3,194 votes and the petitioner (Maung Ba Tin) secured 2,982 votes: the former being declared as the returned candidate. Maung Ba Tin, the petitioner, has applied to have the election of the respondent declared void and to have himself declared as duly elected. The respondent appeared through Counsel and applied for time to memorialize His Excellency the Governor of Burma. We could not grant him his prayer, but he had ample time to enter upon his defence. In the meantime on the 9th of February 1927 he filed recrimination under the provisions of Rule 43 (1) of the Burma electoral rules. On his memorial being rejected the respondent on the 19th February 1927 notified the Commissioners that he would take no part in the proceedings nor support the recriminatory charges. The proceedings were *ex parte*; and after a number of witnesses were examined, and several more remained to be called, we caused the necessary notice under Rule 41 to be advertised in the Gazette. Five Electors (U U, U Po Thin, Maung Lwin, U Tin Maung Lun Baw and U Chit Pone) applied to be substituted for the respondent. They were so substituted by our order dated 28th March 1927. Maung Kyaw Zan for the petitioner then raised a question that these substituted respondents were not entitled to prosecute the recrimination formulated by U Maung Gyee and that they were only entitled to oppose the petition to declare the election void. We heard Counsel and passed our orders on the 4th April 1927 which is Annexure A to this report.

The substituted respondents moved the Hon'ble High Court of Judicature for a *Mandamus* under section 45 of the Specific Relief Act, which Writ was dismissed on the 13th May 1927, and the dismissal was confirmed on the 4th day of June 1927.

These substituted respondents had not even complied with our order as to security of costs and have not taken any further part in these proceedings which continued *ex parte*

The first charge relates to the polling at Latter Street Booth. It is admitted that Tan Bah Thwin was Secretary of the Constitutional Club which was supporting the respondent's candidature with his full knowledge and was his agent. Maung Zaw deposes to filling in indiscriminately with names of electors from 17th, 21st, 23rd, 31st Streets, Fraser Street and Strand Road, about 50 green voting cards. He instructed some 20 Chinamen who were given such cards, how to answer when challenged. He produces the green rosette which he wore on the election day and got from Tan Bah Thwin. He was clerk of respondent when he was president of the council of national education and was anxious to see respondent get in. He gave Rs 5 to Maung Tin Aung (P W 27) with 5 tickets to vote for respondent which sum respondent promised to pay him. His cross examination convinces us that he is not reliable unless corroborated. Tan Aug Tee stated that he received Rs 10 from Tan Bah Thwin and a green voter's card and voted as L Khoo of No 3 in 18th Street (Roll No 343 Chinese) for respondent. Later he was ordered to carry out Hock Swan's orders. He got another card in the name of Saw Ba Pe of 10 in 18th Street (Roll No 313 Chinese) and voted for respondent. He voted 18 or 20 times according to green cards given by Hock Swan. Lots of Chinese voted like him. The witness knew from his childhood Tan Bah Thwin and acted dishonestly as his friend requested. We have verified from the book of teller No 3 polling booth No 2 that L Khoo and Saw Ba Pe voted. It has been proved that L Khoo died two years ago and Saw Bah Pe during last rains. This witness was absconding over a *dah* cutting case so unfortunately was not available for cross-examination by Tan Bah Thwin's advocate. Khoo Kyin Sane deposed to knowing Tan Bah Thwin since childhood and agreeing to assist him at the election. Witness got a green card from Tan Bah Thwin in name of Tan Eng Boon of 23, 17th Street (Roll No 307 Chinese) and Rs 10 and voted

for respondent. He got another voting card in the name of On Su of No 23, 17th Street (Roll No 309 Chinese), and voted for respondent. He voted like this over 20 times. Lu Kyn deposes to Tan Eng Boon and Aung Su being dead before the election. He met Tan Aug Tee in the green car in which he took voters to the booth for respondent. Witness frankly stated that he did not know respondent or H C Khoo, or Maung E Maung. This witness was also not available for cross-examination. Maung Tin Aung deposed that Maung So (sic, i.e., Zaw) took him to U Po Tet's house to vote for respondent, where he got Rs 5 from him and five green tickets. On each occasion he was accompanied by four or five men. He voted as Maung Sein Bu (Roll No 3863) for respondent. This is verified by the teller's book. Maung Ba Ba proves that his grandfather Sein Bu died many years ago. He also proves the death of U Shwe L of No 36, Crisp Street (Roll No 3869), though from report of the teller, someone voted for the said deceased. At the petitioner's instance C Chiang Po made out a list of the electors in area covered by booth No 2 who were dead or had removed or who had not voted. Of his own knowledge he gives 12 cases of electors who could not have voted and yet by the report of the tellers, are shown to have voted. There must have been impersonation on a very large scale. He proves U Po Tet, a staunch supporter of respondent, who had two votes, to have voted twice. This witness in a way corroborates the general statement of Maung Zaw of the large number of impersonations on behalf of respondent. Tan Bah Thwin entirely denies knowing any of the above witnesses. His friend Maung Tin on the other hand professed to swear away the moral character of both Maung Zaw and Tan Aug Tee. Tan Bah Thwin was fortunate to obtain such a valuable ally only the previous day to his giving evidence. According to this witness Maung Zaw denied to respondent that he had given evidence in these proceedings which denial he retracted later at the tea shop and then confessed to his testimony being false as he was paid by Lim Li Wai. There is no corroboration of this confession. It was not put to Maung Zaw

in cross examination Maung Zaw's evidence is corroborated by Maung Tin Aung. The respondent (though in the witness box) as witness for U Po Tet, was not asked to deny Maung Zaw's said statement. It is urged that the evidence for the petitioner has been improvised as the hearing proceeded. This comment loses its force in that it is based on speculation. We do not believe the denials of Tan Bah Thwin. We find on this issue in the affirmative.

As regards the charges of bribery much evidence was produced. Ba Tun deposes that 14 or 15 days before the election, Ma Mai Mai and Sein Bu called him to attend a meeting in support of the respondent at their school in 14th Street Rangoon. After his arrival at the school U Ba Pe, M L C and U E Maung M L C, came. U Ba Pe asked Ba Tun to get 100 voters for the respondent by hook or crook. U E Maung said he would give Rs 300 and promised after the election two *pices* for the quarter and Rs 100 more for the expenses of the quarter. Witness agreed and was given Rs 100 on the spot. U Ba got Rs 40. Three or four days later, he got Rs 200 in currency notes at the top of 12th Street from Maung E Maung M L C (P. Win being with him). The witness showed the notes to his companions Po Kwe and Po Hle whom he gave Rs 5 each on their promising assistance. Sein Bu gave two books of voting cards (green colour). He got posters and the rosette. On the day of election he employed Po Kwe and Po Hle to bring two or three trustworthy men and women. Thus Po Kwe and Po Hle got Tun Win Maung, Pu Ma Thim and Ma U to personate voters who were dead or had left the quarter or who had refused to vote. He paid them Rs 10 each except Ko Pu who was paid Rs 20. These persons voted for the respondent. He personally put 6 or 10 persons himself in the street to impersonate the voters. Bah Thit corroborates Ba Tun about seeing the two M L C's, and long tells Ba Tun on that date of his having received Rs 100. Po Kwe and Po Hle corroborate Ba Tun as to seeing Maung E Maung (who was accompanying P. Win) at the election (spectacles) and Ba Tun as to his receiving the money and as to

Rs 200 in currency notes and as to his paying them Rs 5 each, and asking their assistance in getting their votes for respondent U Ba Pe has denied ever having been to U Sein Bu's house; and as this denial is supported by that of U E Mung M L C Sein Bu Mah Me Me and his name does not appear in the particulars relating to this charge we hold that U Ba Pe was not at the said meeting Po Kwe deposes to bringing of Ko Pu who brought Ma U and Mah Thein He says that Po Hle brought Tun Win and they all had green cards from Ba Tun and voted 3 times He voted in the names of Po Gyi Maung Ngwe and Maung Po Seik for respondent Po Hle corroborates Ba Tun and the last witnesses and voted in the names of Bah Shin and Ba Chit of 12th street Maung Pu fully corroborates Ba Tun and the other witnesses and voted in the names of Ko Lu Gale Ko Kwe Pe Maung Thein Pe and Maung I at and received Rs 20 whilst others got Rs 10 each He had a vote which was cast for respondent Mah Thein deposed to voting for respondent in the names Mah Thet My and Mah The The She knew Mah The The was dead Mah U gave similar evidence as last witness and to voting in the names of Mah Shwe U Mah Pwa Me and Mah Chit Maung Tun Win deposed to having a vote to being asked by Ba Tin to personate other voters and to his voting for respondent in the names of Maung San Nyun Maung San Mya another San Mya and getting Rs 10 The tellers reports prove that the persons alleged to be impersonated voted Mah Awe proved that Lu Gale has been paralysed for 6 years and did not vote Maung Lu Gyi said that Maung Lat died 13 years ago U Po Gyi deposed that he was away and did not vote Maung San Nyun deposed that he was away at Mergui (roll No 11653) Maung San Mya deposed that he was away at Henzada and Maung Ngwe was away at Mandalay Mah Thet Me of No 19 in 12th Street deposed to Bah Shin being away at Henzada This witness also did not vote Ba Kyaw stated that his mother Mah Shwe U died on first Tazan of Waglaung Maung Kyaw Po stated he did not vote as he had removed to Bow Lane eight months ago Maung San Mya also did not vote having removed two months

before election to No 62 in 12th street Maung Ba Chit also did not vote as he did not know he had a vote Maung Hla Baw proved that Thein Pe of No 61 in 12th street died three years ago Ma The The was very ill five months before election, dying last December He said that Mah Pwa Me has been out of Rangoon for the past two years Mah Chit stated that she did not vote having been away sometime prior to the election We have verified from the reports of the tellers that each of the above named persons are shown to have voted The witnesses who have sworn to have personated have not been in any way discredited by cross examination

The Commissioners accepted the evidence in proving bribery and personation

We find that on the evidence on the record and the admission of Tha Hnyan, that he was an electoral agent of respondent E Maung states that Tha Hnyan asked him to vote as a substitute for others, he voted as Tun Sein for respondent and received Rs 2 from Tha Nyan Tha Nyan sent him to fetch a couple of women to vote as well and witness went and fetched Ma Than and Ma Pwa Byu who voted in the names of Ma Pwa Kin and Mah E Shin and these women were also paid for voting for respondent It was suggested that this witness worked for petitioner Mah Than gives the same evidence and received Rs 2 from Tha Hnyan and voted in the name of Ma Sin of B Road for respondent Ma Pwa Byu in her evidence states that she received Rs 2 from Tha Hnyan and voted as Ma Pwa Kin of No 1, B Road for respondent They are corroborated by 4 witnesses who say that the voters who were personated did not and could not vote We accordingly hold that Tha Hnyan with the connivance of respondent bribed the above named three persons to personate electors, and caused them to vote for respondent

Before proceeding to discuss the next issue as to treating on the record there is a mass of evidence as to bribery and personation at the instance of Maung Bah Si Po Tha and Po Chit as agents of respondent at the Singuawing and Bawya Bawls The corrupt practices were not set out in the particulars

filed Neither was the attempt to bribe U Kyaw Zan by U Po Tet with the connivance of respondent charged in the said particulars At a late stage of the inquiry Mr Bose when addressing us for Maung Bah Si raised the contention that as the petition filed did not set forth in terms of rule 33 (2) the aforesaid corrupt practices all evidence in support would be irrelevant and inadmissible on the aforesaid issues Learned Counsel further contended that the Commissioners could only allow under rule 33 (3) *the particulars included in the list filed with the petition to be amended* and that they have no power to permit the petitioner to amend so as to raise fresh charges We are of opinion that these contentions are sound and we consequently have not considered such evidence tendered on behalf of the petitioner on such charges

The evidence as regards treating is overwhelming borne out by oral as well as documentary evidence and remains unchallenged The respondent and his electoral agents with his connivance organized several meetings at which the electors were provided with refreshments (vermicelli cakes tea) and in one instance with liquor After each of such meetings respondent and his supporters addressed the guests and invited them to vote for respondent It is also proved that respondent had treated several voters at his own house in Prome Road

We therefore find that the corrupt practices charged were committed by the respondent's agents with his connivance We further find the respondent personally guilty of the offence of 'Treating' The result is that the election of respondent is void We have also to report whether the petitioner who has under the provisions of the Burma electoral rules claimed the seat has been duly elected In so reporting we have under rule 45 (1) to have regard to the provisions of rule 44 The recriminations filed were withdrawn, and there is not an iota of evidence of the petitioner or his agents having committed any of the acts specified in rule 44 We are of opinion that under the Burma electoral rules unless the election of the petitioner has been procured or induced by a corrupt practice he is entitled to be declared

duly elected * We are fortified in our view by the decision of the Election Tribunal dated 27th January 1923 in the election petition regarding the election by the *East Rangoon General Constituency* and by the decisions in the *Ballia Case* (1 I I C 14), *Bombay City North* reported in 1 II I C 73 at 77, and the *Bombay Case*. Our attention has been drawn to the decision of the Election Tribunal in the election petition Case of U Kyaw Zan vs U Thein Maung† and the cases cited therein from *Hammon's Indian Election Petitions*. Several of these decisions could easily be differentiated from the present case but we beg to dissent from the general proposition therein enunciated.

We also report that we find that corrupt practices of bribery and personation have been proved to have been committed by the respondent and with the connivance by his agents viz (a) U E Maung M I C (b) Tin Bih Thwin and (3) Maung Tha Hnyan.

Under section 8 of Act XXXIX of 1920 we grant certificates of indemnity to the following witnesses (1) Ba Tun (2) Po Kwe (3) Po Hle (4) Tun Win (5) Maung Pu (6) Mah Thein (7) Mah U, (8) Maung Zaw (9) Maung Tin Aung (10) Tin Aug Tee (11) Khoo Kyin Sune (12) Maung E Maung (13) Mah Thein and (14) Mah Pwa Byu.

With regard to the question of costs we have taken into consideration that the petitioner led evidence on charges which were not in his particulars and which were irrelevant and inadmissible. We disallow him costs of such witnesses as well as advocate's fees. We assess Rs 1000 as advocate's fees and Rs 120 0 0 as costs of the witnesses on the above issues as against respondent.

2nd July 1927

N N BURJORJEE
President

A G MOSELY
Commissioner

KYAW HTOON
Commissioner

* The petitioner was declared to be duly elected in Notification No 119 dated the 4th July 1927.

† Page 27 *supra*

[Annexure A]

The petitioner, who was the unsuccessful and only other candidate at this election, claims under rule 34 of the electoral rules a declaration that he himself has been duly elected

The respondent, the returned candidate, under rule 42 made a deposit, and gave notice, accompanied by particulars of his intention of giving evidence to prove that the election of the petitioning candidate would have been void

The respondent subsequently under rule 41 withdrew his notice and requested the return of *his deposit* and gave notice that he did not intend to oppose the petition

Then, after publication of this withdrawal in the Gazette, five electors applied that they should be substituted for the respondent to oppose the petition, and four of them in addition desired to support the recriminations filed by the respondent. All these five applicants have been brought on the record in substitution of the respondent, by our order of the 28th March 1927

It is now argued on behalf of these four applicants that they are entitled not merely to oppose the petition, but to continue the recriminations, although rule 42 (1) provides that the returned candidate or any other party shall not be entitled to give recriminatory evidence unless they have given notice, and made the deposit, and executed a bond, if so required, within 14 days of the date of publication of the election petition

But it is contended on their behalf that they have a right to continue where the respondent, for whom they have been substituted left off. It is further argued that the petitioner's prayer claiming the seat is part of his petition, and that they are entitled to oppose both the petitioner's charges against the returned candidate and his prayer to be declared elected

In fact it is strenuously contended that these applicants not being the parties contemplated by rule 42 are not therefore bound to conform to any of its provisions and that once they have been

substituted they may adduce any recriminatory evidence they please, without furnishing particulars or complying with anything made requisite by rule 42, seeing that it would be manifestly impossible for the requirements of that rule to be complied with, within the time prescribed

The answer, we think, to this is clear, and in our opinion the language of rule 42 (1) is as plain and unmistakable as the reasons for its enactment are obvious. Rule 41 allows any candidate or elector to be substituted for the respondent, in order to prevent bargaining or collusion, and to enable him to clear himself of charges

It has no reference to the particular case where a petitioning candidate claims the seat for himself. In such a case the petitioner himself is bound under rule 34 to add all the other candidates as respondents. The reason obviously is to allow each other candidate to raise recrimination against the petitioner

It is only where any candidate claims the seat for himself, that recrimination can be made and it is admitted that an elector, *qua* elector, cannot adduce evidence of recrimination. The object of the proviso to rule 42 is apparent. It is to see that the issues between the candidates shall be clear and defined at as early a stage as possible in the proceeding

The substituted applicants are in an obvious dilemma. If they are not parties as contemplated in rule 42 they cannot recriminate. If they are parties they are bound to act within the time prescribed

Nor can they claim to be merely continuing recriminatory charges, notice of which has already been withdrawn by the original respondent

As to the argument that opposing the petition means opposing not only the charges brought by the petitioner but also his prayer to be declared elected we are in complete agreement with the view expressed by the Commissioners in Annexure B to their report in the *Bombay City (M U)* election petition of 1925, cited at page 70 Hammond's Indian Election Petitions, Vol II

"A petition," they say, "need only be presented under rule 30" (here 32) 'on the ground that corrupt practices have been committed by the returned candidate or his election agent. No further claim need be made.'

"But 32" (here 34) "confers a separate and distinct right on a petitioner which he may or may not avail himself of. It enables him, if he desires in addition to calling in question the election of the returned candidate, to claim a declaration that he himself or any other candidate has been elected." We have no difficulty in holding that a claim to the seat in a petition is separable from a claim challenging an election.

The English ruling cited (*Aldridge vs Hurst*, Law Reports, I C P D, page 415) puts the matter more shortly thus — "We see no reason why the prayer claiming a seat might not form the subject of a separate petition from that which is directed against the return of the sitting member."

We are of opinion therefore that these applicants are entitled to oppose the petition so far as it alleges corrupt practices but not as far as it contains a prayer that the petitioner be declared elected and they may not adduce evidence that the election of the petitioning candidate would have been void had he been the returned candidate and a petition had been presented complaining of his election.

As to terms, that is admittedly a matter within our discretion and we direct that the applicants jointly deposit Rs 1 000 into Court as security for costs before the next hearing.

A G MOSELY,

Commissioner

Rangoon, 4th April 1927

N N BURJORJEE,

President

KYAW HTOON,

Commissioner

SHAHABAD (CENTRAL) N. M. R.

RAI BAHADUR RAM RAN VIJAYA SINGH .. *Petitioner*
Versus

(1) PANDIT DUDHNATH PANDE AND

(2) BABU RAJESHWARI SINHA . *Respondents*

The petitioner Rai Bahadur Ram Ran Vijaya Singh seeks to set aside the election of the respondent No 1, Pandit Dudhnath Pande from the Central Shahabad Non Muhammadan Rural constituency and to have himself declared as elected on the ground that the nomination papers of the respondent No 1 and of the other candidate (Babu Rajeshwari Sinha, respondent No 2) were invalid in law because they had not made the deposits with the returning officer as required by sub rule (1) of rule 12 of the Bihar and Orissa electoral rules and he was the only candidate who was validly nominated. The election is also attacked on the grounds—

- (1) that reasonable facilities were not given to all the electors in the Bikramganj polling area because the arrangements made were such that a substantial number of voters could not exercise their right to vote and
- (2) that the principle of secrecy of voting was violated by reason of the presence of one of the polling officers in the ballot rooms

The respondent No 1 has not put in any recriminatory petition but has filed a written statement in which he urges that his nomination was valid in law. He denies the allegation as regards insufficiency of arrangement or violation of the principle of secrecy. He says that the polling officers were present in the polling rooms in accordance with instructions issued by the Government.

The validity of the nomination depends on the consideration of rule 12 (1) of the Bihar and Orissa electoral rules which runs as follows —

“ On or before the date appointed for the nomination of candidates, each candidate shall deposit or cause to be

deposited with the returning officer the sum of two hundred and fifty rupees in cash or in Government promissory notes of equal value at the market rate of the day, and no candidate shall be deemed to be duly nominated unless such deposit has been made "

Thus the rule requires that the deposit is to be made in a certain manner and at the same time expressly declares what shall be the consequence of non compliance There can be no question that the provision is mandatory and requires, under settled authorities, a strict compliance *Vide* Craies' Statute Law, 2nd Edition, page 252 and Maxwell's Interpretation of Statutes, 6th Edition pages 648 and 650

As explained in the well known case of *Woodward versus Sarsons* quoted in Hammond's Indian Candidate at page 345, "an absolute enactment must be obeyed or fulfilled exactly, but it is sufficient if a directory enactment be obeyed or fulfilled substantially " So it is necessary to exact a strict or rigorous observance as distinguished from a substantial compliance

The question is Has the deposit been made in strict compliance with the rule ?

There is no dispute that the deposit by the respondent has been made in the local treasury of which the returning officer, as the Collector, is in charge The question is whether the words "deposit with the returning officer in cash " include a deposit in the treasury in the circumstance of this particular case ?

A deposit with the returning officer cannot be confined to a case of payment into his hands Suppose the money is placed on a table in which he is sitting, will not that be a deposit to him ? Again if the money be paid to his cashier sitting in his presence, for the purpose of receiving money, will not the deposit be considered to have been made to him ? Therefore the words must be intelligently construed

Section 9 of the Revenue Sale Law (Act XI of 1859) speaks of the receipt of a deposit by the Collector before sunset of the latest day of payment It is a matter of common knowledge that the deposit is made not into the hands of the Collector

personally but by a treasury challan. Can it be supposed for a moment that the deposit is not valid if made by a challan in the treasury? It is evident that the expression 'deposited with the returning officer' must be taken as bearing a reasonable construction.

Deposit with the returning officer implies that he must have dominion or control over the money. In the case of land it is not necessary for a person in possession to be actually on the land itself. It is enough if he has dominion or power of control over it. So the test to be applied is whether the deposit is so made that the returning officer has got full control and possession of the money. The challan states that the money is deposited under sub rule 1 of rule 12 of the Bihar and Orissa electoral rules on behalf of the respondent No. 1 as a candidate for this very constituency.

Thus full dominion over the money is transferred to the returning officer by the petitioner who cannot take it back, and the returning officer will be in a position to have it forfeited under the rules if occasion should arise. Applying this test it will appear that the money was deposited with the returning officer within the meaning of rule 12 (1).

Each case must be judged on its own particular facts and circumstances. Having regard to the facts of this case there can be no doubt that the deposit in the treasury of which the returning officer is in charge as Collector, is a valid deposit.

The petitioner alleges that it was physically impossible for all the voters of Bikramganj polling area (1,673 in number) to have voted at one polling station within the time allowed (7 hours) and that as a matter of fact over 400 people who came to vote were unable to do so. Hence it is contended that the electors were not given reasonable facilities to vote as required under rule 15 (1) (3) of the electoral rules and the result of the election has been materially affected thereby. It is urged that there should have been at least two polling stations for this area.

In accordance with rule 15 (1) (3) of the Bihar and Orissa electoral rules the local Government has to make regulations

In our opinion the deputation of a polling officer (who was quite a stranger to the locality) inside the polling room to assist the voters in recording their votes cannot be said to be violating the principle of secrecy.

While holding that there has been no infringement of the principle of secrecy we are of opinion that it would have been more desirable for a polling officer to be deputed at the door of the polling room and not actually inside the polling room.

It has been contended that the instruction No. 11 issued to the presiding officers and referred to above is *ultra vires* as being inconsistent with regulation 32 of the Bihar and Orissa electoral regulations. It is not necessary for us to pronounce any opinion on this point but we may say that the instruction suggests the deputation of a polling officer for the polling compartment and not inside the room. Nor do we think it necessary for the purpose of carrying out these instructions that any officer should be permanently posted inside the room. He could carry out his duties if he were placed at the door of the room in a suitable position.

It remains to be considered whether, even if it be supposed that there has been a violation of the principle of secrecy by the posting of polling officers inside the polling rooms, the result of the election has been materially affected thereby.

There is no evidence that any elector was prevented from recording his vote or induced not to record it by the presence of a polling officer inside the room. Also there is no evidence that any of these officers endeavoured to induce the electors to vote in favour of any particular candidate. Again there is no evidence that any voter after he has recorded his vote informed the other voters of the presence of an officer in the room. It is true that one or two witnesses have stated that they felt some delicacy in voting in the presence of the polling officer. But none of them refrained from voting or made a change in favour of another candidate. Besides although the hearing of this case commenced on the 19th April it was not until three days later, on the 22nd

of April, that the witnesses thought fit to make this allegation. We are unable to place any reliance on this belated evidence, and in any case we cannot hold that the presence of a polling officer in the polling room affected the result of the election in any way.

It is urged that the result of the election has been materially affected by the alleged violation of secrecy because none of the votes in this case should have been accepted inasmuch as they were all placed in the ballot boxes in the presence of a polling officer.

Under regulation 53 (1) a ballot paper shall be rejected if—

- (a) it has not on its back the official mark, and
- (b) it bears any mark by which the elector can be identified.

It is not suggested in the present case that any of the ballot papers had either of these defects. There does not appear to be any other rule or regulation in accordance with which a ballot paper shall be rejected on any other ground. Thus the fact that these ballot papers were put in the various boxes in the presence of a polling officer who had been deputed to the polling room in accordance with the instructions of Government is not in itself any ground for rejecting them.

From what has been said above it follows that the result of the election has not been materially affected by reason of the objections mentioned in the other issues that the election is not void and the petitioner cannot be declared to have been duly elected.

In conclusion therefore we hold that the returned candidate, Pandit Dudhnath Pande (respondent No. 1) has been duly elected. We recommend that this petition be dismissed with costs which we assess at Rs. 100 to be paid by the petitioner to respondent No. 1.

G. J. MONAHAN,
A. N. CHATTARJI
A. D. PATIL,

*Commissioners for the trial
of election petitions*

The 21st May 1927.

CASE No XXXIV.

SHAHABAD (SOUTH) N M. R

BABU RAMANUCRAMA NAMAN SINGH *Petitioner,*
versus

BABU SAPADA PRASAD SINCH *Respondent*

The question before us is whether there has been an improper refusal of the nomination of the petitioner which renders void the election of the respondent for the vacancy in the South Shahabad Non Muhammadan Rural constituency.

It appears that the 12th November was fixed for the scrutiny of the nomination papers. The petitioner claimed to be a registered elector on the electoral roll of the Central Gaya Non-Muhammadan Rural constituency and as such to be entitled to stand for election in the vacancy in the South Shahabad constituency. The respondent also was a candidate.

The Returning Officer having called upon the petitioner to prove that he was entitled under the rules to stand as a candidate the petitioner produced some printed sheets of paper which he said were copies of the electoral roll of the Central Gaya Non-Muhammadan Rural constituency. He also produced an affidavit by his father that the petitioner was duly qualified to stand. He also telegraphed to the District Magistrate of Gaya for a certificate as to his qualification to stand and a reply from the District Magistrate was sent the same day to the Returning Officer stating that the petitioner was duly qualified. These items of evidence however did not seem sufficient to the Returning Officer and he rejected the nomination of the petitioner.

Thereupon on the following day the other two candidates withdrew their candidature and the election became non contested and the Returning Officer made a return declaring the respondent to have been duly elected for the vacancy.

Disatisfied with this result the petitioner asks us to declare that the election is void.

Now at the hearing before us a certified copy from the electoral roll of the Central Gaya Non Muhammadan constituency is

produced which shows that the petitioner was in fact registered as No. 1398 on the electoral roll for that constituency, and that he was in fact entitled to stand for the South Shahabad election. A copy of the full electoral roll of the Central Gaya constituency has also been produced. From these two documents it has been proved to our satisfaction that the petitioner was fully eligible to stand as a candidate. The electoral roll is published in draft and final form under the provisions of regulations IV, XVI and XVII of the regulations framed under the Bihar and Orissa electoral rules. From regulation XVI it appears that after the the electoral roll has been finally amended the Registration Officer is to make a certain number of copies for sale to the public. Two copies are to be certified by the Registration Officer and to be kept in the Bihar and Orissa Secretariat under the provisions of regulation XVII. From the note to regulation XXIV it would seem that the original is to be kept in the office of the District Magistrate, and that it is the District Magistrate's duty to issue certified copies from this original to those applying for them. The copy of the full electoral roll produced before us appears to have been purchased by the petitioner under the provisions of regulation XVI and a comparison of the loose sheets produced before the Returning Officer with this book clearly shows that it is identical with the original from which the book in question was prepared. There can be no doubt that the loose sheets which the Returning Officer rejected were in fact copies of the finally amended electoral roll of the Central Gaya Constituency.

It has to be observed that the heading on the loose sheets giving the name and description of the constituency appears to have been crossed out in red ink. Who did this has not been disclosed. There is also on each page a seal purporting to be that of the District Board of Gaya, of the presence of which there is again no explanation. But neither the red ink lines nor the seals are really material parts of the document and taking it with the affidavit and the telegram we think there was a *prima facie* case that the petitioner was properly qualified to

stand, which the respondent did not even attempt to rebut. The Returning Officer had certainly under regulation XXIV to scrutinise the nomination paper himself and to decide whether under clause (1) of the regulation the petitioner was eligible or not, but having regard to the evidence produced before him and to the papers put in before us, we think that there was an improper exercise of discretion on his part in rejecting the nomination paper.

The question whether there has been an improper refusal must depend on the facts of each case and no general rule can be laid down. The learned counsel for the respondent seeks to limit the power of the Commissioners to take evidence only to cases of misnomer or inaccurate description and to cases of corrupt practice within the meaning of the electoral rules. Rule 44, however, is perfectly general and does not, in our opinion, limit the power of the Commissioners in this way and the authorities also in India support this view.

Learned counsel for the petitioner has relied upon 1 Hammond's Indian Elections, 178, Case No. XV, where the Returning Officer having held that the seconder was not an elector evidence was taken by the Commissioners to prove that he was, 2 Ibid, 266, where a proposer's name was wrongly entered in the nomination form and evidence was allowed to be given to show that the person claiming to be the proposer was the person referred to in electoral roll, 2 Ibid 158, Case No. XXVIII, where the proposer was accepted by the Returning Officer as a competent proposer, but it turned out on taking evidence in the election court that his name was not in the electoral roll at all and he was not qualified to act as proposer.

These cases show that the powers of the Commissioners are not limited to any particular class of cases and that they are competent to take evidence for the purpose of determining whether or not the grounds mentioned in rule 44 of the Bihar and Orissa election rules exist.

It is certainly true that under Regulation XXIV, clause (2), the petitioner might have produced as conclusive evidence of his eligibility a certified copy of the entry in the electoral roll. He failed to do that, but that omission did not preclude him from producing other evidence of his eligibility.

The result, therefore, is that in our opinion there was an improper refusal of the nomination paper of the petitioner and such refusal materially affected the election. The election, therefore, was void and we find that the returned candidate, the respondent, was not duly elected.

With regard to costs, having regard to the fact that the petitioner omitted to take the elementary precaution of being armed with the certified copy, we are not inclined to recommend that any costs should be granted to him.

B. K. MULLICK,

A. D. PATEL

A. N. CHATTARJI, .

Commissioners

PATNA

The 9th January 1928

CASE No XXXV.

SHOLAPUR DISTRICT (N. M. R.)

DATTATRAYA TRIMBAK ARADHYE

Petitioner,

Versus

1 SHAMPAO PANDURANG LIGADE

2 NAGAPPA ARALLAPPA ABDULPURKAR

3 JAYSING POWAR

Respondents

The petitioner and the three respondents were the candidates who contested at the last general election in November 1926, the one seat in the provincial Legislative Council allotted to the Sholapur District Rural Nor Muhammadan general constituency

As the result of the scrutiny the Returning Officer declared the first respondent Mr Ligade duly elected, as having secured the largest number of votes. The votes secured by each of the candidates were declared to be as follows —

2,612 Mr Shamray Ligade, respondent No 1

2,601 Mr Nagappa Abdulpurkar, respondent No 2

2 588 Mr D. T. Aradhye, petitioner

152 Mr J. Powar, respondent No 3

Mr Aradhye, who came third according to the above result presented this election petition to His Excellency the Governor under rule 32 on the 23rd December 1926. His petition not only calls in question the election of Mr Ligade, but further claims a declaration that he himself has been duly elected, and therefore as required by rule 34 he has joined all the other candidates as respondents to the petition.

Recriminations have been filed during the trial by both the respondents. The written statements of all the respondents were filed on the 3rd March 1927. The recriminatory petition of the respondent No 2 was filed on the 4th March while that of the respondent No 1 was filed on the 8th March. The respondent No 2 Abdulpurkar claims to have been duly elected in his written statement as also in his recriminatory petition and both the respondents bring recriminatory charges not only against the petitioner, but also against each other, alleging *inter*

alia the commission of corrupt practices by their polling agents and canvassers

Respondent No 2 has taken a preliminary objection that the petition was premature inasmuch as it was presented on the 2nd January 1927, i e, before the date (11th January 1927) on which the return of the election expenses of the returned candidate and the declarations referred to in rule 19 were received by the Returning Officer. We are agreed that this preliminary objection must fail for on the assumption that the objection was valid, the petition should have been dismissed by His Excellency the Governor. It was admitted that the Commissioners had no jurisdiction to go into the question as the Commission is set up only after the Governor is satisfied that the provisions of rule 32 among others have been complied with.

An issue was framed as to whether the recriminating respondents were entitled as between themselves to lead evidence (of the kind mentioned in rule 41) one against the other. The principal question underlying this issue is whether a respondent during the inquiry can claim a seat for himself by his written statement in answer to the petition or by his recriminatory petition. We were agreed that the wording of rule 12 did not allow the respondent No 2 to give evidence against the returned candidate (respondent No 1). In our opinion the words *may give evidence to prove that the election of such candidate would have been void if he had been the returned candidate* could not apply to the person who actually is the returned candidate. Accordingly we did not permit him to do so. On the question whether the respondent No 1 could lead such evidence against the respondent No 2 the Commissioners were divided in opinion and provisionally allowed him to do so reserving their decision on that part of the issue. Eventually however it did not become necessary to record a finding on the point as the result of the recount scrutiny and evidence showed that the respondent No 1 did not stand in need of leading any evidence against the respondent No 2 and dispensed with such evidence.

The petitioner asks for a general recount and scrutiny of the votes. He alleges discrepancy between the total number of votes submitted by the polling officer and that reported by the Returning Officer. The improper rejection of valid votes, and the acceptance of invalid votes by the Returning Officer is urged by all the parties to this petition. Having regard more particularly to the small difference between the votes reported by the Returning Officer as secured by the different candidates we considered this to be a fit case for allowing a recount and scrutiny.

On the recount we find the following figures of votes to be the correct ones instead of those given by the Returning Officer.

2 615 votes for Mr Ligade,

2,603 votes for Mr Abdulpurkar,

2 587 votes for Mr Aradhye

152 votes for Mr Powar

We shall start with these figures and add such further votes as each of the contesting parties appears to us to be entitled to, and deduct such as are lost to each of them under our scrutiny and findings on the evidence recorded.

Before recording the result of our scrutiny we will state the general principles on which the ballot papers were scrutinised and examined by us. We are of opinion that under regulation 4 () in part VI of the Bombay electoral regulations it is competent to us at this inquiry to reverse the decision of the Returning Officer rejecting a vote even though no objection may have been taken to such rejection before him. We have scrutinised such votes as the parties contended were wrongly admitted by that Officer and such others as were contended to have been wrongly rejected by him. In doing so we have been mainly guided by the principles enunciated by Mr Justice Hawkins in the *Cirencester Case* (1893 4 O M and H, p 196). As decided in that case we started with the presumption that the fact of a voter having applied for and received a voting paper afforded

sufficient indication of his intention to vote. With this presumption we looked at the ballot papers with a view to see if such intention was carried out and indicated by the mark or marks made by the voter on it. Subject to other objections we have given effect to any mark on the face of the paper which in our opinion clearly indicated the intention of the voter whether such mark were in the shape of a cross or a straight line or in any other form and whether made with pen and ink pencil or even an indentation made on the paper and whether on the right or the left hand of the candidate's name or elsewhere within his compartment on the voting paper. As also decided in that case we have held that if there was a cross opposite to the name of one candidate and another mark which was not a cross opposite to the name of another candidate it was a good vote for the first named candidate. But where a mark which is not a cross is the only mark it was a good vote for that candidate opposite to whose name it appeared. We had counted as good one ballot paper which had a clear cross in ink placed against the name of a candidate but this was subsequently struck off being proved to be void for want of secrecy on the evidence of a witness. We declined to uphold the contention of the petitioner based on the instructions printed on the back of the ballot paper form given in the Bombay electoral regulations and in a leaflet distributed by Government among the voters. In our opinion these directions cannot be regarded as mandatory and having the force of law. The petitioner has shown that in a considerable number of cases there is some difference between the name as it appears in the electoral roll and the name of the person who voted under that name. The position he has taken up is that whenever there is any difference whatever of this kind the vote must be disallowed. The most he will concede is that an obvious misprint of a letter or two may be ignored. Apart from that he contends that the polling officer has no right to accept a vote unless the name given by the intending voter corresponds precisely with the name as given on the roll. We have not accepted this position. The view we have taken is that in every such

case it is simply a question of identity, and if there is no good reason to suppose that the person who voted was not the person whose name was intended to be shown on the electoral roll, then the vote should be taken as good. We have considered all the cases pointed out by the petitioner from that point of view, and we find that he has not shown any sufficient reason for striking off the vote. The result of the scrutiny thus taken worked out as under —

Mr Aradhye —	Mr L. Gade —	Mr. Abudpurkar —
2587 votes on the	2615 votes on the	2603 votes on the
recount	recount,	recount
+ 7 votes wrongly	— 4 wrongly	+ 7 wrongly
rejected	rejected	rejected
— 2 votes wrongly	— 5 wrongly	6 wrongly
admitted	admitted	admitted
<hr/>	<hr/>	<hr/>
2590	2614	2609

These figures have to be further modified as affected by our conclusions on the contentions about voting in more than one general constituency, and voting twice in the same constituency and our conclusions on the evidence as to votes which should be struck off owing to the disqualification of minority.

Several persons are found to have voted in both the Rural and the Urban constituencies in contravention of rule 10 (1) (a). The petitioner contends that in such cases both the votes are void. The respondents on the other hand contend that in such cases the second vote only would be void and that the first vote wherever given was a perfectly legal and valid vote. This argument is sought to be supported by the familiar illustration of bigamy where the first marriage is perfectly legal and it is only the second marriage which is void and constitutes the offence of bigamy. The observations of Denman J. in *Steprey* (1886, 4 O. M. and H. 16) as quoted in Hammon's Indian Candidate and Returning Officer page 151, were further relied upon in support of this contention. The language of the rule is indeed not free from doubt. We are however of opinion that the word 'vote' in the second clause of the rule is used in a collective sense so as to render the whole vote void — both the votes void. We think that at a general election the act of voting is one

act, and cannot be split up. This would differentiate the case from that of bigamy, where generally there are two distinct acts. We are inclined to think that if a case of simultaneous marriage was possible both the marriages would have to be declared void. An elector has not necessarily a single vote in a constituency, but has as many votes as there are seats to be contested. At the hearing of an election petition arising with reference to one general constituency it is only the vote given in that constituency which comes into question before the Commissioners and directly it appears that the voter in question has also voted in another general constituency he has contravened clause (a) of rule 10 and we think that the words 'his vote shall be void' must refer to the vote which is in question, i. e. in this case the vote given in the rural constituency. We do not think that the Legislature could have intended that the Commission should be left entirely to depend on the word of the voter as to where he voted first. If the intention of the Legislature was that the first vote was good, it could easily have said that in such a case the second vote only shall be void. We have accordingly rejected the vote given in the rural constituency in all such cases irrespective of whether or not it was given before or after the persons concerned had voted in the Urban constituency. We have not however gone further and held that in any such case the voter was guilty of personation as defined in schedule V. The observations of Denman J. in the *Stepney* case referred to the question of whether the voter concerned was guilty of felony and personation and not to the question of what should be done in respect of such a vote in taking any scrutiny. As under the English rules it is only the second vote which is void in such a case. The petitioner contended before us that the respondent No. 2 Abdulpurkar should be held guilty of personation as after having voted once at the election he procured for himself by another application a voting paper in his own name at the same election. We have however ruled out this contention as in our opinion the *election* referred to in the definition of personation does not include a general election. The inclusion of a general election would reduce the

definition to an absurdity, for under that construction the man who votes at a general election in a special constituency and again in a general constituency would bring himself within the definition and would be guilty of the corrupt practice of personation. In fairness to the petitioner, it must be observed that he did not attribute any corrupt intention to the respondent. We have held both in the case of voting in more than one general constituency and voting twice in the same constituency that a *mens rea* or corrupt intention was a necessary element in the offence of personation. We think that the respondent *bona fide* believed that, as his name appeared on the electoral rolls of both Rural and the Urban constituencies, there was nothing wrong in his voting in both. All the same we have struck off his vote given in his own favour in the rural constituency under our construction of rule 10 (1) (a) and (2).

In a good many cases a voter has been entered twice on the electoral roll in two different areas of the same constituency, and in several such cases the voter has voted twice. There is no express provision in the rules that a voter shall not vote more than once in the same constituency. Apparently such cases would fall under rule 2 of part II of schedule V, and come under personation, which is declared to be a corrupt practice. The petitioner had indeed in his schedule put down all these as cases of personation coming within part II. But as in the case of the respondent No. 2 we considered that his voting in more than one general constituency was *bona fide* and innocent and did not come under personation as defined in rule 3 of part I of schedule V we similarly hold that the absence of any corrupt mind precludes these cases from coming under rule 2 of part II of schedule V. The only difference is that while in the case of voting in two general constituencies, the whole vote is void owing to the infraction of rule 10 (1) (a) in the other we consider that the first vote should be upheld and the second should be struck off. The question is not entirely free from doubt, and we would suggest an amendment of the rules making it quite clear that in the case of innocent double voting in the same constituency, only one vote and that the first one should count.

We have of course struck off all votes proved to have been given by persons under 21 years of age on the date they voted. Out of the votes so held void 4 were in favour of the petitioner, 2 in favour of respondent No. 1 and 3 in favour of respondent No. 2. These we have struck off from the votes of the respective parties. Out of the votes held void under rule 10 (1) (a), 3 were recorded in favour of the petitioner and 9 in favour of the respondent No. 2. Petitioner proved 5 cases of double voting in the same constituency while respondent No. 1 proved one such. The respondent No. 3 none. This respondent attempted to prove a few other cases by the evidence of witnesses and for that purpose asked the Commissioners to examine the signatures of some voters on the counterfoils of their ballot papers. But the voters themselves were not produced and we considered that no proper foundation had been laid for a scrutiny of these papers. He also adduced some evidence to prove other cases of double voting mentioned in his schedule, but as it was found that this evidence was directed not against the petitioner but against respondent No. 1, the returned candidate, we have not taken into consideration the evidence of these witnesses.

We consider that on the evidence the petitioner has proved that the tendered vote should be accepted in 5 cases. We permitted him to inspect the list of tendered votes and to call evidence as regards such as were not and could not be mentioned by him. We find that he has proved the validity of the tendered vote in 3 more cases. In some cases we have accepted the tendered vote, and struck off the vote accepted by the polling officer in favour of another candidate where however the original vote and the tendered vote were both in favour of one and the same candidate, we have not struck off or added any vote. The nett result of admitting these tendered votes is that 5 votes would be added to the petitioner's total and 2 deducted from that of respondent No. 1.

Adding to or deducting from the figures of the votes given for the several candidates above in accordance with our conclusions on the evidence about voting in contravention of rule

10 (1) (a), and (1) (3), as also about double voting in the same constituency the final result is as under —

Mr Ardhye	Mr Lagade	Mr Abdulpurkar.
2 592	2,614	2,605
—2	—9	—14
<hr/> 2 590	<hr/> 2,605	<hr/> 2,591

Hence the election of the returned candidate Mr Lagade should be upheld and he be reported as duly elected, and we accordingly do so

Under Act No XXIX of 1920 (The Indian Elections Offences and Inquiries Act *vide* part II Section 4) "costs means ' all costs, charges, and expenses of or incidental to an inquiry " This inquiry has shown that the machinery for the preparation of the electoral roll and its supervision and correction is defective There would probably have been no necessity for this inquiry but for the fact that so many names are shown twice on the electoral roll making double voting possible and the names of so many minors appear on the roll We think that Government should devise some effective means to prevent these irregularities On this ground we disallow half the costs of Government and recommend further that the clerk from the Collector's office, who attended the commission for nearly three weeks and assisted it in the recount and scrutiny and in finishing out the requisite ballot papers and counterfoils should be paid Rs 100 by Government Half the costs of Government, however, including the remuneration of the Commissioners specially appointed and the cost of setting up the commission must be borne by the contending parties *i.e.* the petitioner and the respondents 1 and 2 Though the election of the returned candidate has been upheld by us, under the circumstances of this case especially the allegations made in the recriminatory petitions, we direct that the petitioner and the first two respondents should bear these costs equally

M B CHALBAI,
President
R S BROOMFIELD,
P J TALALKHAN,
Commissioners.

SULTANPUR, (N. M. R.)

MAHANT HAR CHARAN DAS AND FOUR OTHERS	<i>Petitioners,</i>
<i>Versus</i>	
KUNWAI SURENDRA PRATAI SAHI	<i>Respondent</i>

A very large number of corrupt practices were alleged against the respondent and his agents. The Commissioners disbelieved the numerous allegations of bribery, and also those of undue influence. It was stated that voters were forcibly dragged to the poll. On this point the Commissioners report —

“We next come to the alleged snatching of voters of which there is a good deal of scattered evidence. Gajpal Singh says he saw voters being seized by the Dears workers at Kumbhi. But he also tells us that the tahsildar came out and saw the seizing of the voters. But we find no official evidence of any such seizing. Probably there was a good deal of button holding and attempts to persuade but we do not believe there was any use of force. Thakur Dayal Singh says at Dears polling station the Dears workers used to meet the voters at some distance from the polling booth and drag them. But as an Inspector and Sub Inspector of Police were present there and they do not seem to have found reason to interfere as they certainly would have done if the voters had been compelled against their wills, we cannot think that force was used.

Fatch Bahadur tells a story of the seizing of voters by 25 men armed with lathies at Dears polling station but no complaint seems to have been made to any officer though the Deputy Commissioner himself visited the polling station. The true facts about the matter seem to have been stated by Mahadeo Prasad. It is a fact that there is struggling between workers to get hold of voters and that one agent will pull a voter in one direction while a second pulls him in a different direction. When they go inside agents from both sides will follow a man to the last in the hopes of winning him over. While by no means approving of this practice which seems

to have been common to both sides, we are not prepared to hold that the voter is coerced by it, or that it amounts to the exercise of undue influence "

One charge of personation was established The Commissioners found it proved that "one Matabadal, son of Gulzar, resident of Indoli, was given the signature slip on being identified by Balgobind, patwari of Indoli, as Matabadal, son of Ram Jiawan, and applied for a voting paper It is admitted that there were two Matabadals, one son of Ram Jiawan as given in the electoral roll against No 705 and the other the individual referred to above, son of Gulzar As seen already it is an admitted fact that Badri Narayan was the respondent's polling agent at the Garabpore polling station And we might refer to the fact that whereas the respondent in his pleadings chose to deny specifically the petitioners' allegation about the agency of three out of four persons, he did not controvert the same in respect of Rampal Singh, which therefore, under rule 5 of order VIII of schedule I of the Code of Civil Procedure, he must be taken to have admitted

The point for our decision has therefore narrowed itself to this, "whether the respondent's agent, Badri Narayan, abetted the personation of Matabadal, son of Gulzar, referred to above "

The petitioners examined two of their polling agents, Mahboob Khan, and Babu Rudr Pratap Singh who is a vakil of Sultanpur, three workers and three officers of the poll and Mr Hyder Husain, Deputy Collector and Magistrate, S D O, Kadipore, the presiding officer

"There is no reason to doubt or discredit the testimony of the above witnesses They have not contradicted themselves on any material point and have been perfectly frank in admitting the suggestions thrown out to explain that a mistake was possible on account of the crowd and rush of the voters All that was suggested was that they were workers of the rival candidate and therefore men who were under the petitioner's influence But it must be admitted that the petitioners were

in a way bound to produce them as men who were present at the spot, and their omission to produce them would have been subject of criticism. As to Mahboob Khan and Sheoram, their conduct was further criticised as dishonest and treacherous because they had seen the first Matabadal being identified and kept on watching the spurious Matabadal also being identified as the son of the same individual by the same patwari without taking any steps to bring the matter to the notice of the officers or the respondents men. Mahboob Khan and Sheoram have given the reasons for their inability to detect the mistake at the time. But their explanations apart, even if they be supposed to have kept on watching and allowed the thing to go on as is said to entrap the respondents men, they were perfectly justified, as pointed out in Hammond's Indian Candidate and Returning Officer at page 152 last paragraph.

The learned counsel for the respondents argument in the alternative was that Badri Narayan was not guilty because he honestly believed Matabadal's statement that he was the son of Jiawan, the patwari having identified him as such only the moment before. He argued that Badri Narayan was right when he said that he did not know Matabadal before but he doubted the correctness of his statements that he was not with Matabadal at the signature slip clerk's table or that he had no conversation with him before the latter tendered his slip for a voting paper. Even if we were to take the case like that, Badri Narayan would still be guilty under the law. His *mens rea* lay in the fact that he knew or must be taken to have known that he was not to identify a voter whom he did not know personally, but in violation of that rule he affirmed the voter's false statement that he was Jiawan's son particularly when the man's identity was questioned by the polling officers and Badri Narayan had himself been taxed for having brought a doubtful voter. His *mens rea* in this case would be of the second form, *i. e.*, *culpable negligence*.

The *Dinajpore* case (Hammond, volume II page 115) was brought to our notice in the course of the arguments. We

are unable to subscribe to the view expressed in that case, that the definition of the offence of personation in elections in section 171 D of the Indian Penal Code is shorn absolutely of what is known as *mens rea* in criminal acts. It is first of all incorrect, strictly speaking, to say that it is so. The chapter on General Exceptions in the Indian Penal Code deals with the subject in some of its manifold aspects from its absence up to several degrees of its positive phase, and section 6 of the Code enacts that "throughout the Code every definition of an offence, every penal provision and every illustration of every such definition or penal provision shall be understood subject to the exceptions contained in the chapter entitled General Exceptions, though those exceptions are not repeated in such definition, penal provision or the illustrations." The section in the chapter of General Exceptions, being stated as exceptions are put in the negative form. In their affirmative form they represent the law of *mens rea* as applicable to the provisions of the Code.

But we are of opinion that the context of section 171 D itself does not lack in word or expressions to suggest such form of *mens rea* as it contemplates. In order to make ourselves intelligible we might quote the following from Sir John Salmond in his book on Jurisprudence [7th edition (1924), page 790] The *mens rea* may assume one or other of two distinct forms namely wrongful intention or culpable negligence. The offender may either have done the act on purpose, or he may have done it carelessly, and in each case the mental attitude of the doer is such as to make punishment effective. If he intentionally chose the wrong penal discipline will furnish him with a sufficient motive to choose the right instead for the future. If, on the other hand, he committed the forbidden act without wrongful intent, but yet for want of sufficient care devoted to the avoidance of it, punishment will be an effective inducement to carefulness in the future. But if his act is neither intentional nor negligent, if he not only did not intend it, but did his best as a reasonable man to avoid it, there can be no good purpose fulfilled in ordinary cases by holding him liable for it." We

would note next that the apparent peculiarity of the law of personation in elections owes its origin to the fact that the legislature, for what is known in jurisprudence as "evidential difficulty" made the candidates and the agents responsible for the purity of election in this respect. It is the duty of the candidates and their agents to help the cause of election by doing all that lies in their power to make it pure, by shutting out doubtful votes irrespective of whether the voter was his or of the rival candidates, a fact they were not expected to know. It is for this reason that it is enjoined that no agent of a candidate should undertake to identify a voter whom he does not know personally (The *Jaunpore* case, Hammond, volume I, page 117). The definition in section 171 D would therefore have failed to serve its purpose if it were not to include *mens rea* of the second form, namely, culpable negligence. The words "knowingly," "intentionally," "voluntarily," or the like on the other hand, the inclusion of which into the wordings of section 171 D is recommended by the learned members of the *Dinajpore* Tribunal, are qualifying words and denote *mens rea* of the first form. Their use would have meant the exclusion of the other form, viz. negligence. The expression "at an election" in the section reminds sufficiently, in our opinion, the person or persons concerned of the duties the law enjoined on them and the care they were expected to exercise on that particular occasion. We maintain what Wills J. said in *Tolson's* case, viz., "The principle involved appears to me, when fully considered, to amount to no more than this. The full definition of every crime contains expressly or by implication a proposition as to a state of mind."

Our finding is that the respondent's polling agent, Badri Narayan, committed the offence of abetment of personation as defined in the rules.

There were several charges of treating. The petitioners examined witnesses to prove that treating was done at the 19 polling stations, a certain number of witnesses for each station,

their number ranging from 1 to 6. They say that at each of these polling stations the voters of the Dāsa side (i.e. the respondent) were given half a seer or so of sweetmeats and at place they were also given chabera pan cigarettes etc. The respondent on the other hand has examined about an equal number of witnesses for each of these stations who say that nothing of the sort was done at any of these places. We have carefully considered the matter and weighed the evidence and in our opinion the petitioners have failed to prove their case. Their witnesses generally are not men of any status in society nor can they be considered impartial being generally the agents or workers of the rival candidate Kaur Jang Bahadur Singh of Amethi. The respondent's witnesses are perhaps somewhat superior to those of the petitioners there being several big zamindars and retired military officers among them. At any rate one thing is certain that we see absolutely no reason to give preference to the petitioners' witnesses on any ground whatever, a fact which is fatal to their case on this point for if the evidence on both sides be equally balanced the party on whom the onus lies has failed. He is bound to satisfy the court by better evidence that his case is true. Not only have the petitioners not succeeded in proving their case but there are indications on the record to show that their case on this point is false.

This then is the state of things. Some of the respectable witnesses examined by the petitioners are silent and some perjure against them on the question of treating and those who support them are not men of substance.

Then according to the petitioners treating was done at so many polling stations yet not a single polling agent thought of presenting a petition to any presiding officer drawing his attention to this fact although there is evidence on the record to show that petitions were at some stations presented complaining of other facts. The polling agent must be presumed to know the rules. It will be a reflection on the vigil agents to suggest that they did not know then.

Babu Ganpat Sahai, vakil, is one of the petitioners in the case. He has entered the witness box and sworn that he with his own eyes saw treating at three of the polling stations, namely Baraunsa, Kadiapur and Dehra. He is certainly a respectable man, but then we cannot overlook the fact that he is a highly interested person and his evidence is to be received with great caution. He was taking keen interest for the rival candidate of Amethi in the election, and this petition may be said to have been presented at his sole instance. He tells us that after the election he spontaneously thought of presenting this petition and asked the defeated candidate for financial help, and the other petitioners offered to join him. He assures us that he has no personal spite against the respondent and that his only motive in fighting out this case is to secure the purity of elections. We are convinced however from evidence on the record that there is personal enmity between Mr Ganpat Sahai and respondent and we think that this has influenced Mr Ganpat Sahai in filing the petition. We find it difficult to believe his statement that he saw treating with his own eyes at three of the polling stations. If treating were going on openly at the polling stations we would have expected B Gangpat Sahai at least—who has the purity of elections so much at the heart—to have brought the matter to the notice of the presiding officers orally or by petition, but he did nothing of the sort. The respondent's witness Narendra Pratap Sahai says that the Deputy Commissioner came to Kadiapur at about 2 p m and asked Babu Ganpat Sahai if there were any complaints, but the latter did not make any complaint. The witness was not cross examined on the point and we take the statement as true. We learn from Babu Ganpat Sahai that he saw the treating at Kadiapur from 11 a m to 4 p m and yet when such an opportunity presented itself for vindicating the purity of elections he did not avail himself of it by inviting the attention of the Deputy Commissioner to all that was going on in the other camp. If he had taken the trouble the case would have been proved to the hilt,

for the Deputy Commissioner has been examined as a witness in this case by the petitioners.

The next question to be considered is whether the respondent hired or used any public conveyances for carrying voters to the polling stations. The petitioner's case is that the respondent hired lorries and ekkas for carrying voters to fourteen polling stations mentioned in the list attached to the petition, but they have led no evidence to prove this in respect of four of the stations namely Jagdishpur, Mardanpur, Singhti, and Daudpur. They have led evidence to prove that three motor lorries belonging to Mr A Kenyon Meher Singh Punjabi, and Surju Tewari respectively, and several ekkas were hired for carrying voters to the remaining polling stations, and the respondent has led evidence to negative this. The witnesses are almost the same on both sides who spoke on the question of treating only the petitioners have examined half a dozen ekkawalas and one Fitch Bahadur Singh and the respondent has examined two persons, Surajbali Pande and Meher Singh Punjabi, who said nothing on the question of treating. We have said that the witnesses of the petitioners have not succeeded in proving the corrupt practice of treating by the respondent, and in our opinion the evidence of half a dozen ekkawalas in place of some *dalais* and the evidence of Fitch Bahadur Singh do not turn the scale in their favour so far as the question of hiring public conveyances is concerned, and so we have come to a decision against them on this point also. So far as the lorries are concerned the petitioners have not done what was the most obvious thing for them to do. They should have summoned the three owners with their account books but this they have not done. The respondent on the other hand, has examined Surajbali Pande the manager of Mr Kenyon who swore that his lorries did not run on the day of election and were in the godown the whole day. We do not see any sufficient reason to disbelieve this gentleman. The respondent has also examined Meher Singh Punjabi who denies that the respondent hired his lorry on the day of election. Fitch Bahadur Singh speaks

about the lorry only, and for obvious reasons we do not believe him. As for the ekkas, if the deposition of six ekkawalas could turn the scale of evidence in favour of any party, we fear many elected candidates would find their seats insecure.

The Commissioners recommended that the election of the respondent be declared void.

“ Ordinarily we should have allowed the petitioners their costs of proving the charges on which they have succeeded, though not of those on which they have failed. But we wish to mark our disapproval of the conduct of the petitioners who have in this petition set out to harass the respondent by raking together a vast amount of frivolous and sometimes completely false charges. The respondent must have been put to great expense in meeting all these charges and the multiplicity of unessential details, nearly all of which we have found reason to disbelieve, has no doubt been very embarrassing to him in his defence. We think, therefore that though costs should follow the event, they should be nominal. We recommend to His Excellency the Governor that the respondent be ordered to pay Rs 100 (one hundred rupees) as costs.”

W Y MADELLY ICS,
President

J M BASU,
Commissioner
15 8 27

J N RAY,
Commissioner

UNITED PROVINCES, SOUTHERN (M. R.)

LEGISLATIVE ASSEMBLY

MR SHAKIR ALI

.. *Petitioner,*

Versus

MR YUSUF IMAM

. *Respondent*

The petition raised two points—

- (1) That a certain ballot paper noted as "spoilt" should not have been considered a spoilt voting paper and the vote recorded, in the petitioner's favour, should have been taken into consideration in determining the result of the election
- (2) That a certain voting paper sent by the District Officer of Jhansi to the Returning Officer at Allahabad and recording a vote in the petitioner's favour was received by the said Returning Officer after the declaration of the poll, and should be allowed by the Commissioners

The petitioner asserted that the allowing of these two votes would result in his obtaining a majority of one over the candidate actually declared elected

As regards point (1), we have satisfied ourselves that the vote recorded on the said "spoilt" ballot paper was again recorded on a valid ballot paper and was duly counted as a vote for the petitioner. This objection, therefore, fails

As regards point (2) we have satisfied ourselves that the voter in question was permitted under regulation 28 to record his vote at Raksa, which was a polling station for the Legislative Council Election, the voter in question being presiding officer at that station. Raksa was not a polling station for the Legislative Assembly Election and the voter in question was the only person who recorded a vote for the Assembly Election there. This person instead of sending a separate sealed envelope containing this vote to the returning officer included the vote in a

packet of voting papers for the Legislative Council which were to be counted at Jhansi on 2nd December. In consequence this vote was not discovered until the 2nd of December and the poll was announced on 1st December.

We consider that this person, being specially privileged to vote in a certain manner, should have taken reasonable measures to ensure that his vote reached the Returning Officer in due time, and we do not consider that the measures he actually took were reasonable measures to that end. We are therefore of opinion that the vote was not counted owing to the negligence of the voter and that it should not be counted now. We note that the Returning Officer refused to count three votes on the ground that they had been taken out of a wrong ballot box and no objection was raised to this by either party. We consider the circumstances analogous.

We are therefore, of opinion that the second ground of objection also fails.

We, therefore, report that the returned candidate, Mr. Yusuf Imam has been duly elected. And under electoral rule 45 (2) we recommend that Mr. Shakir Ali be ordered to pay Rs 150 as total costs to Mr. Yusuf Imam.

A G P PULLAN,

President

K A H SAMS,

Member

D C HUNTER,

Member.

6th April 1927

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THE INDIAN CANDIDATE AND RETURNING OFFICER

The only authoritative exposition of the law of elections, the duties of a candidate and returning officer, with advice on the organisation of an electoral campaign. An indispensable book of reference to all candidates and lawyers dealing with election cases

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Prince more distantly allied, their heir, we agree that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE 5.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount customs we receive from the Company and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually in lieu thereof.

AN OBLIGATION given by the KING REGENT of COLASTRIA, the 9th of September 1760.

ARTICLE 1.

Whatever balances may be due to the Honourable Company from the Princes of the palace of Palliquilote on the adjustment of that account with my ministers, together with that owing by the four Chiefs of Payenalt (who are the Achamars of Randahterra) on Randahterra, with the interest thereon agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, his Majesty obliges himself to discharge the same. His Majesty hereby mortgages to the Company the revenues of those places.

ARTICLE 2.

The district of Randahterra having, for these eight or nine years past, been greatly oppressed with heavy rents and fines to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to *alleviate the rents of the said place, also to moderate the fines*, by not letting them together exceed twenty-five per cent.

ARTICLE 3.

When the Company are paid the debts abovementioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE 4.

At the expiration of forty days, when the King comes hither and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, etc.,

then also will be taken into consideration what part of the interest on the Achamar's debt can be remitted him.

A PRIVILEGE granted by the KING BADDACALAMCUR, REGENT of the KINGDOM of COLASTRIA, on the 22nd of November 1760, E.S., 9th of November 936, M.S.

Be it known to all that I, the King Baddacalamcur, Regent of the Kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally from the Honourable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing over and above all former privileges, we give and grant to the said English Company our whole right of collecting customs in all and every place under their protection, throughout our dominions, from this day forward for ever, in lieu of which the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Panams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time; it being done of our own free and good will and passed with our sign royal.

No. XXXVI.

AGREEMENT with the PRINCE of CHERICAL, 1765.

<p>An AGREEMENT made with the actual PRINCE REGENT of CHERICAL on the 23rd of March 1765.</p>	<p>The CHIEF of TELlicherry's Declaration to the PRINCE REGENT of CHERICAL on his assignment of RANDAH-TERRA on the 23rd of March 1765, E.S.</p>
---	--

<p>In the year 940 (March the 13th) Malabar style, I, the Regent Prince Revyvarma, certify by this agreement</p>	<p>In the year 940, ditto 13, M.S., I, Thomas Byfield, Esq., Chief of Tellicherry, do, by these presents,</p>
--	---

that I have consented the province of Randabterra shall be under the Honourable United English East India Company's protection, and for them to collect the rents and revenues thereof towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherical, and said Honourable Company in reliance of which being punctually attended to by them, I have this day consented and given the same to them upon a promise made me on the part of the said Company by their Chief, Thomas Byfeld, Esq., that all necessary assistance for the good of my palace shall be afforded when required, agreeable to what has been observed in times past.

declare, in behalf of the Honourable United English East India Company, that the present Prince Regent, Revyvarma, having put the province of Randahterra under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honourable Company, in the same manner as was formerly observed and allowed of

(Sd) THOMAS BYFELD

No XXXVII.

TRANSLATE of an OLA, signed by the first KING of COTTOTE and delivered to MR THOMAS BYFELD, giving the SOLE PRIVILEGE of exporting PEPPER and CARDAMOMS out of his COUNTRY to the HONOURABLE COMPANY, promising them succours when required, etc., dated the 31st July 1748.

Having discoursed with Mr Byfeld, who has been here concerning all transactions in general, I do agree that the English Company shall carry pepper and cardamoms out of my country as formerly, and that hereafter I will not permit any European nation so to do. If they are desirous to secure their merchandize in this place I will instantly, upon advice thereof, give them a remedy for it, and should I want assistance the said Company are to afford them, and I will reciprocally supply them with what succours they may stand in need of.

No XXXVIII.

ARTICLES of AGREEMENT with the KING of COTIOTE, dated the
23rd of August 1759.

ARTICLE 1.

If at any time the French or other power shall attempt to annoy any part of the Honourable Company, the Company shall have notice of such an attempt by the King Regent for his assistance a number of his Nairs, or musketeers, that may be desired, not exceeding six thousand, and those who come are to be paid by the Company, during their stay in their service, as follows, viz, three measures of rice, Company's measure, and four bejas per day to every common Nair, and four measures of rice, same measure, and eight bejas, to every Moopa.

ARTICLE 2

The Nairs which the King may send to the Company's assistance are to be under command of such of the Company's officers as may be appointed from time to time, be appointed by the Company. The King's assistance is attended with an extraordinary expense of two thousand Rupees on his beginning so to do, that the King's troops are to be paid four thousand Rupees, but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded without any fresh allowance being made the King, though in case they should not be required till the commencement of another twelve months from the time abovementioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows viz, to those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks, and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by *Ola* and those who shall be wounded the Company will either cause to be cured by their or a Malabar doctor, at their expense, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose.

ARTICLE 3.

Should the Company at any time or times require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make

him any levying allowance on such account, but only for what may be wanted from that number to six thousand, and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side on Cotiote, the Company are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rupees (as per Article 2) to be given him on his beginning to levy his troops

ARTICLE 4.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to
and the Company are
the sum of twelve hun-
- it.

ARTICLE 5.

On any enemy's invading the King's territories the Company agree to supply him with powder, ball, flints, and other warlike stores at the prices under mentioned, together with the money and rice to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted, all which, if the King repays within twelve months, no interest is to be charged, but if not, to run at ten per cent per annum. The Company shall, however, first endeavour to accommodate matters amicably, but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped with mortars cannon, etc, he defraying the expense, them when same

ARTICLE 6.

If the King should wage war against any enemy (except the Prince of Cheral) the Company agree to assist him with powder, shot, etc, at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted,

ARTICLE 7.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first Article of this agreement and on the same terms, and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but

contrariwise to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them whenever they may think proper.

Prices of the warlike stores to be supplied the King, viz:—

Gunpowder	.	.	.	.	.	at 46 Rupees per barrel
Lead	.	.	.	.	.	" 60 " per candy
Lead balls	.	.	.	.	.	" 66 " "
Iron	.	.	.	.	.	" 75 " "
Flints	.	.	.	.	.	" 2 " per hundred
Goa paper	.	.	.	.	.	" 7 " per ream.

Explanation.

The reason of this being consented to was, on being convinced [that his expenses are greater when he resides at any of those places than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions

No. XXXIX.

ARTICLES of AGREEMENT made with the KING of CARTINAAD on the 30th December 1761.

ARTICLE 1.

The pepper, sandal wood, and cardamoms produced in the kingdom of Cartinaad shall be contracted for by the English Company without any impeachment, and paying pepper, and

ARTICLE 2.

If at any time it should happen that any vessel, whether large or small with the Honourable Company ashore in the kingdom of to the King, he promises

Company defraying any expense the King may be at in placing guards for the better safety thereof.

ARTICLE 3

Any person or persons who may desert the Honourable Company's service whether with arms or without, if found in the kingdom of Cartinaad, the King obliges himself to seize and send back, provided that on his application for pardon it is granted

ARTICLE 4

in future become the English Company
continue punctual to their engaged
countenance them, but those who
to the King, he obliges himself to
compel them or their heirs to satisfy what they may be indebted to the
Company

ARTICLE 5

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musketeers till such occasion may subside, the Company paying them in like manner as the King shall advise himself does, and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honourable Company promise to assist him with their troops, ball, powder and arms, as far as they are able, the stores at the same prices their friends have them at, and the King obliges himself to pay for them immediately on their being received

No XL.

AN AGREEMENT made by ALLY RAJAH of CANNANORE with THOMAS HODGES, ESQ, CHIEF of TELLICHERRY, making God witness for remaining in good union with the HONOURABLE ENGLISH EAST INDIA COMPANY, 1759.

ARTICLE 1.

If at any time the French or any country powers of Malabar shall design to come against the Honourable English Company, or said Honourable English

Company propose going against any of the abovementioned, I oblige myself by this writing to act entirely on the part of the Honourable English Company, and to assist them readily with three hundred (300) men armed with my firearms, at all times that the Chief of Tellicherry shall advise or ask

occasion of more of my musketeers, I will assemble as many as I can and supply the Company with them on the above-mentioned terms

ARTICLE 2.

I have this day borrowed of the Chief of Tellicherry, Thomas Hodges, Esq, on the Honourable English Company's account, thirteen thousand (13,000) Bombay silver Rupees. For this money I oblige myself to deliver, weighed in Tellicherry, pepper to the amount of the said thirteen thousand (13,000) Rupees from the beginning of January to the end of March 1760 c. s (935 m s) at the price that the Honourable Company shall contract for it with their own merchants in Tellicherry. And in case the above written is not fulfilled and the time limited exceeded, I hereby give the Company free liberty to take my vessels to the amount of what I may be indebted on this account and to confirm what I declare I have passed this with my sign in Tellicherry this 7th day of March 1759 c s (934 m s)

No. XLI.

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to ROBERT GAMBIER and the GOVERNOR, CHARLES CROMMELIN.

Robert Gambier having applied to us through Vishnoo Sabayet about some privileges and our leave to build a factory at Onore, therefore we have granted him, as Vishnoo Sabayet applied in his name, our permission to build a factory at the Bar of Onore, under the province of Chandore, for which purpose we have granted our liberty to amount thereon in all 21 large and small carriage guns. The English shall not pay any ground rent for whatever houses they or their servants build within the place granted them, but if they build any houses without that place, they must pay ground rent for them.

ARTICLE 2.

That the English or their servants have free liberty to go up country and pass backwards and forwards in our dominions as they please, and all the Rajah's officers and subjects must show them all proper respect

ARTICLE 3

Whatever goods or merchandize the English or their broker shall bring into their factory at Onore, or import into Mirzee river (except horses), they shall pay on the amount they are sold for only one and a half per cent customs tollidurries, etc, officer's fees included.

ARTICLE 4

If the English or their servants import any goods at Campta they shall also pay only one and a half per cent customs, except on sugar, dry dates, wet dates, lissmisses, cocoanuts, copra chalb mungest, tobacco, opium, cotton, salt, b imstone, and toothenagui on which they shall pay customs as other merchants

ARTICLE 5

If they export any country goods they shall pay the country customs, and if they import any goods at any place except Mirzee, Campta, and Onore they shall pay customs as other merchants, except on gold and silver, on which no customs shall be charged, in case their goods remain unsold and they choose to export them again they shall not pay any duties

ARTICLE 6

If they cannot sell their goods at the places allowed them, and they choose to carry them inland, they have full liberty to do so and our killadars, etc, officers shall not on any account molest or impede them

ARTICLE 7.

After they have paid the customs at the place allowed them, if they choose to carry their goods inland, they shall pay two Pagodas customs for as much as one man can carry of broad cloth, cutnees, velvets, and silk as far as Madura, and if they go beyond Madura then they shall pay the usual country customs, and in case they choose to sell their goods in the way they must pay the usual customs of the place at which they sell, but on all goods carried directly from Onore to Bringah, they shall only pay customs of one and a half per cent. at Onore, and then no further customs till they come to Bringah

ARTICLE 8

If the merchants or people to whom the English sell their goods shall make any disputes or delays about paying them their money, our killadars, r their money,

and our killadars,
English on this account.

ARTICLE 9.

Nobody must go into the English factory by force; if they do, and the English complain of them, our killadar, etc., must do speedy justice and

ARTICLE 10.

In like manner if any of the Rajah's people run away they must deliver them; if they shall steal anything the English subjects must assist the English; If the English import any goods as necessities they shall pay no customs on them

ARTICLE 11.

The English must not kill any cows, oxen, or men in our dominions.

ARTICLE 12.

When the English or English ships come to the Port of ...
 ...
 ...
 ...

ARTICLE 13.

If any oxen with pepper, betelnut, or other goods come down from inland (or any part of our dominions) belonging to the English, the custom-man must settle the customs directly.

ARTICLE 14

The English have free liberty to cut timber, stone, and wood to build their factory and repair their boats, etc, with, but in case they want to cut any masts and timbers to build ships with they must first obtain our permission.

ARTICLE 15.

All ships, grabs of war belonging to the English, have free liberty to import and export without paying any anchorage duty

ARTICLE 16.

The English have anchorage duty, killadars, etc., officers' perquisites, and all fees included, in one and a half per cent.

ARTICLE 17.

Whatever pepper the English bring from Bringah shall only pay half a Pagoda customs at Gersipah, and the Banda Bayd custom-men must always

come immediately when the Englishmen send for them, and in case they do not come, the English may carry their pepper on to Gersipah without paying customs and settle all their customs there

ARTICLE 18.

The English have free liberty to settle their factory in Bringah, and we are well pleased that the Rajah of Bringah should carry on a good friendship with the English according to the Firmaun granted them by the late Rajah Samsauker Naique

No XLII.

ARTICLES of the FIRMAUN granted by the BRINGAH RAJAH in 1758.

ARTICLE 1.

Whatever pepper or betelnut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites and those of my
and in
Panam,
Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

ARTICLE 2.

Whatever pepper belongs to me, or is produced in my dominions as Rajah
to any one else, but you
other merchants between the
you do not buy it between
those months, you shall not hinder or object to our selling it to any one else
And in case any disputes shall arise between you and the merchants of my
country, I, the Rajah, will oblige them to deliver their pepper at the price you
have settled them, but in the recovery of your private debts I have nothing
to do

ARTICLE 3.

If you choose to advance any money to the merchants, and will do it in the presence of my parpadar and secretary, I will then make all such advances secure to you.

ARTICLE 4.

Whatever ground you want to build a bankshall on, and for your servants, sepoy, etc, I give to you without any ground rent or fees, and to

mount six small guns on it to secure the Honourable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE 5.

In case any dispute happens between your people and mine you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you and you shall do justice; and if any of my people choose to take your service you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE 6.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

N.B—An *hir* is equal to an Onore candy, or very few pounds less.

ARTICLE 7.

All goods you bring into my country shall pay only two per cent customs, and if you do not sell the goods you may export them again without any customs.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

No. XLIII.

FIRMAUN from the RAJAH of SOUNDAN in 1760.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December 1760

Sereipnar Nao Maha (Mibhoo of Soundah) Sevajee Mudoo Sudasaw Rayenderoo

This Firmaun is granted unto Robert Gambier, belonging to the Honourable English East India Company, at Onore according to the application made to us by Luximycant, who has desired to enter into an engagement with us about the pepper produced in our dominions: we, therefore, have granted you this writing, whereby we allow you full liberty to purchase all the pepper

No. XLV.

COMMISSIONER'S AGREEMENT with the RAJAH of CHERICAL for one year, 1792.

1st.—That the Rajah shall remain with all the Rajahs and authority of Government, subject only to the control of the Company if he abuses this authority by oppressing the inhabitants.

2nd.—That a dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

3rd.—That two persons on the part of the Company and two on the part of the Rajah proceed and make a valuation of the revenues of each district.

4th.—That as soon as possible it shall be settled what each subject is to pay to Government, in order that no oppression may take place by demanding more, that when these accounts are settled copies of them shall be lodged at Tellicherry.

5th.—That in the month of October next it shall be settled, according to the appearance of the crop, what tribute the Rajah shall this year pay to the Company to be fixed in Rupees

6th.—That after making an estimate of the quantity of pepper which will fall to the Government's share, all that quantity shall be delivered to the Company in part of tribute at a price to be fixed in December next; if it amount to more than the tribute, the Company shall pay the difference

7th.—That for what may remain with the ryots, merchants to be appointed by the Company shall have the exclusive privilege of purchasing and to be protected in this by the aid of Government, having also some people of the Company with them to show that they have the Company's protection

8th.—These general principles being agreed on, any lesser points that may be necessary from time to time to adjust, shall be settled by reference with the Chief of Tellicherry.

It is understood that the present arrangement is not meant to be perpetual, it is meant as a trial how far the authority of the Rajah can subsist consistently with the good and security of the subjects, and is not to continue in force unless approved by the Honourable General Abercromby on his return to the coast.

(Sd) W. G. FARMER.

„ A. Dow.

4th May 1792.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792

Also with the Rajah of Cottiote.

revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

ARTICLE 9.

Any minister or other persons employed by the Rajah in the government of the country or the collections of the revenues to be with the consent of the Honourable Company by their representatives; if at any time any of them misbehave they are to be dismissed.

ARTICLE 10.

Any disputes which may arise relative to the revenues between the Rajah and persons in the Chirakkal country shall be enquired into by the Chief of Tellicherry, and if on enquiry the demands of the Rajah are just, the aid of the Company's forces shall, if requisite, be given to compel the payment of them.

ARTICLE 11.

The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the ruined and uncultivated state of the country, the Rajah engages that his representation is justly founded, the Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the respect is a breach of the original agreement liberty to continue their protection or not agreements are for one year and subject to the approval or disapproval of the Honourable Major General Robert Abercromby, Governor of Bombay.

Signed the day and year above written and sealed with the seal of the Honourable Company.

Rajah's
Seal

(Sd.) WILLIAM G. FARMER.

„ WILLIAM PAGE.

Honourable
Company's
Seal

Witnessed by

JAMES HARTLY.

PETER PARE TRAVERS.

A. MACLEAN.

ST. LAFRENAIS.

A similar agreement as the above was, on the 23rd day of the month of October 1792, concluded at Tellicherry between the Commissioners and Porlatory Codarvarma, Rajah of Cartinaad, with only this difference—"He agreed to give 30,000 rupees for the talooks of Kooteepoor, Bergeirah, and Kaval, and the periods of his instalments were 15,000 Bombay Rupees on the 10th February 1793, and the remaining 15,000 Bombay Rupees on the 10th May 1793."

Octol
varm

rupees for the talooks Caderoor, Paichy, Cuttiady, and Tamoracherry, and the periods of his instalments were 10,000 rupees on the 10th February 1793, and the remaining 10,000 Bombay Rupees on the 10th day of the month of May 1793."

No. XLVII.

AGREEMENT with the RAJAH of CHERICAL regarding the ADMINISTRATION of his country.

Whereas an agreement for the Malabar year 968, or A D 1792-93, was executed by Revyvarma, Rajah of Cheral, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast "war with Tippoo Sultan; in which agreed-upulated, *1stly*—That on the part of the inspectors to ascertain the exact amount levied as well from the land revenues as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company, *2ndly*—That a more full and particular account shall be framed as soon as possible of the country, for which end the said Commissioners shall also have a right to appoint inspectors, *3rdly*—The said Rajah of Cheral does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor General of India, and *4thly* and lastly, by the said agreement the Rajah does contract and bind himself in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue;

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commis-

sioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792,* in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again in the subsequent month of July 1793 further stipulated and agreed between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining more full and satisfactory information as to the revenue funds of the districts subordinate to the said inspectors or collectors should be appointed on the part of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of the Government,

And for as much as the great number of inferior chowkies, for the collection of Soongham or duties and tolls on merchandize, were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland districts, tolls and customs places for the receipts of them should be from the date of that writing or ekramamah, viz, July 1793 for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated or diminished as to their rates as might best suit the public interest with foreign nations

In pursuance therefore and execution of the above quoted agreement of 1792 and July 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period of July 1793, for the joint collection of the Company in conjunction with the senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the further stipulate and agree for India Company with the said him, the said Rajah, and his

Agents the district of Cheral in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority, as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of July 1793, permanent Registers on the part of Government) for the term of five years commencing on the 1st of Canny 970, or September 1794, on the following conditions —

That the said Rajah, his Minister or officers, shall not collect any other taxes than those included under the head of Negady with the customary tax for the charges of collection, the abolition of Perrshantrum from the Mopilas being hereby confirmed, as well as the nuzzur, or offerings at the feast of Honnom and Barheir.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculations or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted for the revision and approbation of the Honourable the Governor-General in Council after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks beforementioned without any deduction whatever at three instalments, *viz*, the first on the fifteenth Danno, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Rupees 1,05,000

For the year 971 at the same periods and equal proportion the sum of Rupees	1,10,000
For the year 972 ditto ditto	1,15,000
For the year 973 ditto ditto	1,20,000
For the year 974 ditto ditto	1,20,000

As the date of this agreement is posterior to that fixed for the payment of the first list, according to the rule observed in the other talookas, it is agreed that one-half of the sum payable for this season should be due on the end of Meenom, and the other half at the end of Shingam.

No. XLVIII.

TRANSLATION of the AGREEMENT of the RAJAH of CARTINAAD (CODARVARMA RAJAH) 1793.

Whereas I entered last year into an agreement with Mr Farmer and Major Dow (Commissioners on the part of the Bombay Government) for the

revenue of the current year 968, containing among others the following Articles —

“That a Resident or dewan on the part of the Company shall reside at the Rajah’s principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

“That two persons on the part of the Company and two on the part of the Rajah shall proceed and make a valuation of the revenues of each district.

“That as soon as possible it shall be settled what each subject is to pay to Government in order that no oppression may take place by demanding more, that when these accounts are settled copies of them shall be lodged at Tellicherry.”

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Governor General, having come to the Malabar Coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable Court of Justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay’s Circular letter to all the Rajahs, under date the 30th of March last

In execution and pursuance of that part of the aforesaid agreement of
 “That any shall have inspectors of the
 Bombay did jointly appoint in
 the name of serishtadars, who
 have collected and delivered in certain accounts of the former and present value of the country, which serishtadars’ accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company’s Government to fix at present, with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object) the Jumma that should according to justice and equity be payable from all and every part thereof It is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company’s province of Malabar, that is, from the Cavay to Cochin, and as the duties that will

thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, but a man of mine shall remain with the Company's custom-house officers to keep comparative or check accounts of the collections

The above agreement was executed by the Rajah of Corimnaad on the 19th of June in Mr Duncan's presence

No. XLIX.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, Esq, and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and VERAVARMA, RAJAH of the DISTRICT of CORIMNAAD, concluded at CALICUT this twenty seventh day of May in the English year 1792, and in the 17th of Malabar month Erravam 967 year.

The whole of the country formerly subject to the cutcherry of Calicut being ceded to the English Company by the Nawab Tippoo Sultan is become the property of the said Company, and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—That the said William Gamul Farmer, Esquire, and Major Alexander Dow, being deputed by the Honourable Major General Abercromby to receive possessions of and to settle the countries so ceded by Tippoo Sultan, and particularly to fix a revenue for the present year, have agreed with the said Rajah Veravarma that the several districts comprised under the government of Corimnaad, in the Schedule delivered by Tippoo Sultan and mentioned below, shall be delivered into the charge and possession of the said Rajah, who is to act as manager on the part of the Company to collect the revenues due from the country, to administer justice, and preserve the peace and quiet of the country. The talooks included in the government of Corimnaad are as follows —

Cusba Corimnaad Payunad		Kolehaat Payumalla		Thykumpooram Warrakumpooram		Poraye In all seven talooks.
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3rd —That it appears from accounts delivered by Shaminath Putterab, the karregar of the Zamorin, that the revenues of these seven talooks was this year rated at five lakhs twenty seven thousand five hundred and ninety-nine fanams, or Rupees one lakh thirty-one thousand eight hundred and ninety-

nine three quarters and six reas, although the whole was not collected the said Rajah Veravarma agrees however to pay for the said talooks into the hands of the Resident of Calicut the sum of one hundred and forty thousand Rupees for one year, reckoning from the 1st September 1792, which is the beginning of the revenue year and ending the 31st August 1793, on three different payments as follows —

On the 1st of January 1793 one third or forty six thousand six hundred and sixty six Rupees and two-thirds

On the 1st May 1793 one third, or forty six thousand six hundred and sixty six Rupees and two thirds

On the 1st August the sum of forty six thousand six hundred and sixty-six rupees and two thirds

Which said sum of one lakh and forty thousand Rupees the said Rajah agrees to pay on the hopes of being continued in this country when the arrangements of it are permanently settled

4th —That any balances due from the said talooks for the revenues of the present year shall be recovered by the said Rajah on account of the Company and paid to them

5th —That the foregoing Articles are meant only to settle the payment for this year Any regulations which the Company or their representatives may hereafter choose to make, relative to the revenues or to the administration of justice, the said Rajah agrees to submit to

6th —All the pepper produced in the said districts shall be delivered to the Honourable Company, the quantity to be settled by a survey to be made in the month of January next, and the price at the same time to be fixed

Signed and sealed with the seal of the Honourable Company, the day and year above written

(Sd)	WILLIAM GAMUL FARMER	
„	ALEXANDER DOW	Seal
„	JOHN AGNEW	
„	A W HANDLEY	

Witness,

Mark of VERAVARMA RAJAH,

and seal

Witness to the above signature,

JOHN AGNEW

A W. HANDLEY

Seal

No L.

TRANSLATION of an EKRARNAMA from VLRAVARMA, the RAJAH of
CORIMNAAD—1793.

Whereas I did on the 18th of May present to the Commissioners an application setting forth (among other points) "that the country of Corimnaad consisted of five talooks, *iz*, Cusba Corimnaad, Kolicad, Pynaar, Pyoormulla, and Poorweye, and that all the said talooks being committed to me from the beginning of 969, I requested that, for the purposes of establishing or fixing and assessing the revenue and for making the collections, to the end that whatever money shall be realized in the said talooks such officer may superintend, and that I may, in conformity to that account, enter into writings with the Company, and receiving credit for or deducting whatever the Company may allow for me and my families' disbursements and for the temples, Brahmins, Chetters, etc., I may pay the remainder into government according to the stated periods and receive my receipts "

"And further that whereas Mr. Farmer had, in pursuance of the Company's orders, placed Pyoormulla, Pynaar, and Poorweye in my charge, I shall conform, after the expiration of the appointed term, to such arrangement as the Honourable Company may make concerning these places, providing however that if the Poorweye country shall in consequence of the order of government fall under another's obedience, then I may still be authorized to retain under mine those grounds and places in Poorweye aforesaid which hath for a long time past been and remained annexed to the district of Cotangary which has met with the gentlemen's approbation "

And whereas Sir Robert Abercromby, the Governor of Bombay, and Messrs Duncan and Boddam, the Commissioners from the Government General, having come to the Malabar Coast, have, in conjunction with Mr. Farmer, Mr. Page and Major Dow (Commissioners from Bombay) determined that

of Bombay, ed by
notified
date the

30th of March last.

And the gentlemen having, with the view of ascertaining the collections of the country, appointed in January last persons in that capacity under the name of *serishtadars* who have collected and delivered in certain accounts of the former and present value of the country, which *serishtadar's* accounts are, from the shortness of time allowed to make the inspection, not nearly so com-

ing to justice and equity be payable from all and every part thereof. It is therefore agreed that for the purpose of obtaining more full and satisfactory

information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade, and thereby tend to check the improvement of the country, I have, in view to the general good, that the said places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interests with foreign nations, but a man of mine shall remain with the Company's custom house officers to keep comparative accounts of the said custom house collections.

Dated the 24th of June 1793.

The Rajah of Corimnaad being the elder brother of the present acting Rajah of Cotiote or Cotangary, and being himself the real responsible Rajah thereof (as his brother on the spot did indeed fully acknowledge and admit to the Commissioners when they were with him in that district), the said Veravarma has accordingly entered into a separate ekrarnama with them to the same purport and effect (with the exclusion only of the second paragraph) as the preceding one for Corimnaad, the introductory or first paragraph of this ekrarnama for Cotangary describing the said country to consist of the Cusba of Cotiote and of the Hobilees of Palchee, Kudroor, Cootyary, and Tambercherry.

He has also entered into an exactly similar ekrarnama in sense and purport for the talook of Peripnaad, of which another of his brothers (equally subject and subordinate to his orders) is the present Rajah

NO. LI.

AGREEMENT with the RAJAH of CORIMNAAD regarding the ADMINISTRATION of his COUNTRY.

Whereas an agreement for the Malabar year 968, or A D 1792 93, was executed by Veravarma, Rajah of Corimnaad, with William Gamul Farmer,

Squire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is among other things stipulated, *1st*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated the surplus be paid to the Company, *2nd*—That a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors, and *3rd*—The Rajah does in the said agreement bind himself to agree to all such regulations and rates as shall be framed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor-General of India, and *4th* and lastly, by the said agreement, the Rajah doth contract and bind himself in general and at all times to agree to whatever the Honourable Company think fit to ordain for the better management of the country and the improvement of the revenue

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, Messrs Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr Farmer, Mr Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Rajah, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes, who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government

And if necessary the said inspectors or collectors should be for the collection of the inland duties, tolls, and customs, and the places for the receipts of them should be from the date of that writing or ekarnama, viz, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea and land to, or imports from the countries beyond the Honourable Company's province of Malabar (that is from Cavay to Cochin), and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only

materially to
the country it

be maintained and cultivated by the Company's government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished as to their rates as might best suit the public interest with foreign nations

In pursuance therefore and execution of the above quoted agreements of 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs, and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and

the gentlemen as much as the period stipulated by the aforesaid agreement of June 1793 for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Rajah, to deliver over to the management of him, the said Rajah and his agents, the districts Corimnaad and Kolid, composing the talooka of Corimnaad aforesaid, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority) as more particularly specified in their bookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government for the term of five years, commencing on the first of Canny 970, or September 1794, on the following conditions —

That the said Rajah of Corimnaad or his minister or officers shall not collect any other taxes than those included under the head of Negady, with the customary tax for the charges of collections, the abolition of *purchartum* from the Mopillis being hereby especially confirmed, as well as the *nuzzur* or offering at the feasts of Hanan and Beeshew

That such parbuties and inferior officers as have assisted the Company's *tehseldars* in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in

That this agreement be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended

That for the year 970 and the succeeding years to 974 included the sum payable to the Honourable Company's government is to be for the talooka before mentioned without any deduction whatever at three instalments, *viz*, the first on the 10th of Dinnoo, the second on the 10th of Muddom, the third at the end of Cheengum, Raheties or Hunteray Hoos thirteen thousand and four (13,004)

And whereas it is probable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's government, *viz*, ten Biray or new gold Fanams to be equal to three Rupees.

And whereas the sum of Ribeties twelve hundred and twenty-three six Fanams and thirty Cash has been deducted from the jumma as an over assessment on the dhummary or batty grounds, if hereafter it shall be found by future reports of the Canoongoes and a more minute investigation that the dhummary lands in general are, from their productiveness, equal to the payment of the full assessment, then the Company's share of the sum now remitted shall be paid in the same manner and in the same proportion as on the jurrums or garden grounds, that is to say, four fifths of the increased Negady realized therefrom

An engagement similar to the above with Corimnaad was made with the Acheen of Palghat for Hoons 27,898 9 29 The only difference was in the last clause, which was as follows —

And lastly, from a survey of the terre land in the aforesaid districts of Palghat, it has been found that ground to the amount of 1,500 Ribeties or Tumulpotram from being wholly overrun with jungle cannot now in all probability be cultivated Should it hereafter on inspection be found capable of cultivation it is hereby further stipulated that the Company's share of Negady from the ground in question shall be allowed and added to the present revenue

The following engagements were the same as that with Corimnaad, omitting the last clause altogether —

Corimnaad in behalf of the Rajah of Peripnaad	
for	Hoons 5744 0 7
Cowiparah for	, 6395 1 1
Manoor, Congar and Yerterra for	, 4276 0 21
Beypore for	, 4350 1 50

No LII

TRANSLATION of the EKRARNAMA or ENGAGEMENT of ALLA COOMBY, ACHEEN of PALGHAT—1793.

Whereas I did on the 27th of May deliver in to the Commissioners an application requesting that, for carrying on the collections of the year 969, a prudent and creditable person, that is a telseeldar or collector, might be

appointed, to the end that in the presence of the said tehseeldar I might without any oppression or excess towards the ryots, realize the money from the country and faithfully without any deviation pay the same into the Company's government which is to provide for my expenses

And whereas my said application hath met with the approbation of the gentlemen and Sir Robert Alercromby (the Governor of Bombay), and Messrs Jonathan Duncan and Charles Boddam (Commissioners from the Government General), having arrived in this country, having, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of Government within the Malabar countries in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Ryahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly, and I have also

form to and be observant and obedient to whatever the gentlemen shall, in judicial matters, direct, and the administration of justice in my country depends on the adawluts of Cherpoolcherry and Calicut and on the gentlemen's orders

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongees have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongees in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of its functions, as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct, and if in this mode of proceeding the tehseeldars or Canoongees shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the to keep back the improvement of the and ordered, in view to the general tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond, the Honourable Company's province of Malabar, that is, from the Cavay to Cochín, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the

Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom house officers to keep the accounts

Dated the 21st of June 1793.

No LIII.

TRANSLATION of a separate EKRARNAMA from the ACHEEN of
PALGHAT, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, in which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Cherpoolcherry and of Calcut, and on the gentlemen's orders, in respect to which my orders and authority are not to operate

And whereas, in consideration of the local distance from Cherpoolcherry, an interior court subordinate to that of Cherpoolcherry is, for the settling of small causes, on the point of being established at Palghat, which court is to take cognizance of suits where the value claimed does not exceed Rupees 200, and also of small and inconsiderable quarrels, brawls, and affrays

I do therefore give in writing that the process and authority of the said court shall be and remain current in my country, and that we ourselves shall also in all respects be obedient and conform to the same and submit to its justice, and whoever shall be dissatisfied with this inferior court shall, by proceeding to Cherpoolcherry and preferring an application to the gentlemen there, attain to justice

I have therefore written this ekrarnama to the end that if I deviate therefrom I may become culpable in the sight of Government

NB—A joint ekrarnama to the same purport and effect with the above hath been executed by the three Nairs of Congar, Manoor and Yerterra.

No LIV.

TRANSLATION of the ENGAGEMENT of PUNINGAAT, the NAIR of
MANOOR—1793.

Whereas I have delivered in my application to the gentlemen of the Honourable Company's government relative to the revenue of the ensuing

Malabar year 969, the said gentlemen have in consequence issued the orders that are hereunder written, and I do thereon stipulate and give in writing that I shall constantly conform to the tenor of the said orders and on no account deviate therefrom, or if I act otherwise, that I be expelled from the country, and I have accordingly written this in the manner of a mochulla and caboolent, the orders above referred to being as follows —

That a tehseeldar be appointed along with me that I may in his presence, without the commission of any oppression or excess on the ryots, realize the revenue from the country and faithfully pay the same without deviation to the Company's government, which is to provide for my expenses, and the gentlemen have agreed to this

And Sir Robert Abercromby (the Governor of Bombay) and Mr Jonathan Duncan and Mr Charles Boddam (Commissioners from the Government General) having arrived in this country have settled in conjunction with Mr. W G Farmer and Mr W Page and Major Dow (Commissioners from Bombay) a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly

And the Acheen of Palghat having with my knowledge and privity entered before Mr Lankheet into an ekrarnama relative to the administration of justice and restraining him from inflicting any punishment, etc I do promise that we shall also act in conformity to this, and the administration of justice of my country depends in the adawlut of Cherpoocheerry and of Calicut and on the orders of the gentlemen, and we shall not either give to any one punishment or presume, without the orders of the gentlemen, to interfere in any other matter of judicial cognizance, whoever may have occasion to complain shall, going to the Company's adawlut, attain to justice

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the rate, Canooongoes in my country and give in Canooongoes in maintenance of the superior as

in and throughout all the interior cutcheries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct, and if in this mode of proceeding the tehseeldars or Canooongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the coun-

try, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 30th of June 1793.

The same agreement has been entered into by Koorootur, the Nair of Coongar (Kongad)

The same agreement has been entered into by Kummur, Nair of Yerteira (Edattara).

The same agreement has been entered into by Kumerunram, Nair of Cowlparrā (Kavilappara)

No. LV.

TRANSLATION of the EKRARNAMA of RAUJEVARMA, the RAJAH of
BEYPOOR 1793.

Whereas I have made application to the Commissioners relative to the settlement of my district and that the said Commissioners have in consequence been pleased to order that a *tehseldar* or native collector shall remain in my country, I do also agree to this, and that a *tehseldar* of the Honourable Company be stationed in my country, to the end that in his presence I may, without oppression or violence, realize the money from the country and pay it into Government, which is to provide for my support.

And whereas Sir Robert Abercromby (the Governor of Bombay) and Mr Jonathan Duncan and Mr Charles Boddam (Commissioners from the Government General) 1

Mr W G Farmer (a
from Bombay), settled
tration of justice and

Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under

date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And as to the end that the accounts of the revenue of the country and of the land thereof be kept in proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and exercise of their functions as well in the superior as in and throughout all the inferior catcheries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall become punishable by government and meet with the due return for such my conduct, and if in the mode of proceeding the tehseldar or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superior of my division, attain to justice.

And as the great number of inferior Chowkies for the collection of soneghum or duties tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond, the Honourable Company's province of Malabar, that is, from the Cayay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the account

Dated the 2nd July 1793

TRANSLATION of a separate EKRARNAMA executed by RAUJEVARMA,
the RAJAH of BEYPOOR, dated the 1st of July 1793

Whereas I have entered into a written ekrarnama, according to which the civil and criminal administration of justice in my country is declared to depend on the adawlots of Calicut and on the gentlemen's orders, in respect to which my orders and authority are not to operate, I do therefore give in writing that the process and authority of the said court shall be and remain current in my country, and that I myself shall also in all respects be obedient and conform to the san e, and submit to its justice

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of Government

Dated the 6th July 1793.

No LVI.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, Esq., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and WALLABHAN, RAJAH of the DISTRICT of VELLATRE, concluded at Calicut, this 30th day of July in the English year 1792, and on the 18th of Malabar month of Carracadagom, year 967.

1st—The whole of the country formerly subject to the cutcherry of Calicut, being ceded to the English Company by the Nawab Tippoo Sultan, is become the property of the said Company and they alone are the rightful sovereigns of it, to whom obedience is due

2nd—William Gamul Farmer and Major Alexander Dow being deputed by the Honourable Major-General Robert Abercromby, Governor of Bombay, to settle the said countries so ceded, the said Rajah Wallabhan came to them at Calicut and represented that the countries of Mellatoor, Augarypooram, Vanarcaddo, and Kapil had always appertained to the kingdom of Vellatie, and that in consideration of services rendered the Company in assisting their armies he, the said Rajah, hoped to hold his former countries as manager for the Company, paying to them the revenues collected from the said countries, which, by an account delivered by Kariatt Moosa, the kaisgar of the Rajah of Vellatie, appear to be as follows—

Augarypooram	15 281	1 50
Mellatoor	12 297	1 0
Vanarcaddo	5 031	3 50
Kapil	2 694	0 0
Also the three districts of Congaad Manoor and Yerterra formerly belonging to Paliscacherry but ceded to the Rajah of Vellatie	8 472	0 0
Amount of Land Customs	2 000	0 0
Total Amount Rupees	45 766	2 0
From this sum it appears by an account presented that it will be necessary to allow the sum of Rupees	7 356	0 0
Thus there remains net Rupees	38 410	2 0

3rd.—This sum of net Rupees (38,410 2) thirty eight thousand four hundred and ten and two quarters the said Rajah Wallabhan agrees to collect and pay to the Honourable Company, by the hands of such persons as they may appoint, at the following periods —

The sum of Rupees (18,410-2) eighteen thousand four hundred and ten and two quarters on the 1st of the Malabar month Daun, year 968, answering to about the 1st of December 1792.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Minom, answering to the 1st of March 1793

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Vidinom, answering to 1st June 1793.

4th.—The aforesaid amount of Rupees 38,410-2 being founded on accounts delivered as just, the Company shall have a right to appoint any persons they may please to inspect them, and if it is discovered that the collections of the country amount to more, the difference is to be paid to the Company

5th.—Whereas formerly in the ancient government of the Rajahs, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Rajah but were only liable to follow them in war, Hyder Ali Khan Babadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company, the ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute. The Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo

6th.—In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue, these lands are not to
 abmins or any thing done tending to
 they have to defend the country, and

7th.—Whereas it is the intention of the Governor General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general, at all times, to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue

8th.—Any ministers or other persons to be employed by the Rajah in the government of the country, or the collection of revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed

9th.—There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same when orders will be given to collect and the collections to be paid to the Company.

And with respect to the other land-proprietors, whose grounds are situated within our respective shares of the districts their portions of the revenue shall be settled by Government, and they shall only have to pay through us the amount thus fixed for each of them, in the receipt of which if we shall commit any oppression, or make any over exaction from them, in such manner that in the justice of the Company's Government such act shall be proved and established against us, such land-proprietor shall thereby become independent of either of us and shall pay his own revenue directly to Government

And in the same manner as throughout the whole country the articles of poorishandram (taking part of the estates of deceased persons), and fines and penalties, as well as the dues at the festival of Oman and Vishoo, etc, have been forbidden, so do we also engage not to take from our ryots or from any other Nairs or Mopilis or other landholders any other of the said articles, and on proof thereof we shall pay a fine of twice the amount to Government

As to the article of pepper, the Company will receive and take the half of the produce to which they are entitled from the vine and the vine owners, and the other half these latter shall remain at liberty to sell to whomsoever they shall choose or who shall give them the best price, whilst we shall reserve to ourselves the sale of the half of what is the produce of our own vines, the other ryots and landowners being in like manner at free liberty to dispose of their own pepper produce wherever they like

Lastly, we are to remain in obedience to Government, and if any among us shall prove disobedient to its orders or oppress or act unjustly towards others, such of us shall, becoming guilty towards Government, be punished and be expelled from the land that is his inheritance

Dated the 14th May 1793

No LVIII.

AGREEMENT of the NAMBYARS of INVERNAAD regarding the ADMINISTRATION of their COUNTRY—1798

And we the undersigned, in the presence of the Honourable Company, do hereby the said places for the receipts of them are for ever done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, &c, from Caray to Cochín, and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with

whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of their residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and directions of the gentlemen appointed for that purpose on the part of Government

In pursuance therefore and conformity to the mode of agreement, as above mentioned, settled with the Rajahs of Malabar, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna, Cernamil Killoo, Caumariet Chapen, and Chander le Amboo, Nambys, to deliver them, the said Iruvannad Nambys and the in as far as regards the detail collection strict (with the reservation of the authority as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed by the above agreement with the Rajahs of Malabar permanent registers on the part of Government) for the term of five years commencing on the first day of Cany nine hundred and seventy Malabar, or A D 12th September one thousand seven hundred and ninety four, on the following conditions —

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues, shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendent before their removal can be acquiesced in

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talool a before mentioned, without any deduction whatever at three instalments, viz, the first on the fifteenth of Danno, the second on the fifteenth of Meddom, and the third at the end of Cheengam Rupees twenty thousand (20,000), for the year 971, at the same period Rupees twenty one thousand (21,000), for the year 972, Rupees twenty two thousand (22,000), for the year 973, Rupees twenty-three thousand (23,000), and for the year 974, Rupees twenty-four thousand (24,000)

And as the date of this agreement is posterior to the term fixed for the payment of the first list with the Rajahs of Malabar, it is hereby agreed

that the sum of Rupees twenty thousand due for this season shall be paid at two instalments, *viz.*, one half at the end of Mena, and one-half at the end of the month Cheengam.

Whereas separate agreements have been entered into between the Honourable Company and the Chiefs of Malabar whereby the duties on merchandize and places for the receipts of them are entirely done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's agents, and as the duties on the trade with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government.

And whereas James Stevens, Senior, Esquire, supervisor of the province of Malabar, did in the Malabar year 970, answering to the Christian era 1794-95, on behalf of the Honourable United English East India Company,

to deliver over to them, the said Iruvinaad Nambyars and their agents, the management of the district of Iruvinaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority of the Canoongoes as more particularly specified in their hookum-namas or instructions, who are to be permanent registers on the part of Government) for the term of five years commencing on the first of Canny nine hundred and seventy, A.D. 12th September one thousand seven hundred and ninety-four;

Now be it known that the said Nambyars Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo having preferred a request to Christopher Peile, Esquire, Northern Superintendent, in a paper bearing their respective signatures and dated at Mondal the fifth day of January or 24th Danoo 973, desiring, for the reasons therein set forth, that the above mentioned ekrarnama or agreement be rescinded and from henceforth be considered as null and void; we John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, Commissioners, executing the office of supervisor for the affairs of the Honourable Company in the province of Malabar in virtue of the authority derived to us from the Honorable the President in Council at Bombay, do accordingly hereby rescind the said ekrarnama or agreement and declare the same to be henceforth null and of no effect.

And the said four Nambyars having further requested, under date as above mentioned, that the amount which they bound themselves to pay to the Honourable Company by the said ekrannama shall be paid by the six Nambyars of Iruvannaad, *viz*, the four above named and Carriat Ama and Narangoly Nambyars separately for the years 973 and 974, each paying for that part of division of Iruvannaad which belongs to his or her family, we, the said John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna Nambyar to deliver to the management of him or his agents that part of the district of Iruvannaad over which his influence and that of his family formerly extended according to the annexed Schedule, as far as regards the detail collections of the revenue thereof.

And it is hereby further agreed and stipulated that the sum payable to the Honourable Company's Government by the said Kehaguest Canna Nambyar for the lands and possessions above described, shall be for the current year 973 the full and just sum of Rupees four thousand six hundred and forty nine two quarters and forty reas (4,649-2-40) without any deduction whatever, at three instalments, *viz*, the first on the fifteenth day of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengam, and for the year nine hundred and seventy-four the sum payable as above shall be Rupees four thousand eight hundred and fifty-one two quarters and seventy reas (4,851-2-70) and it is further agreed that this covenant shall be submitted to the revision and approbation of the Honourable the Governor in Council, by whose ratification of the same, and not otherwise, it shall be deemed of full force and effect for the two years above mentioned.

And as the date of this agreement is posterior to the term fixed for the payment of the first kist, it is hereby further agreed that the sum due on account of the first kist shall be paid to the northern superintendent by the 21st of Makarom ensuing or 31st January.

The second at the stated period or 15th Meddom, and the third on the 31st Cheengam

Given under our hands and seal in Calicut this 12th day of January one thousand seven hundred and ninety eight, answering to the second Makarom nine hundred and seventy-three.

”

”

”

Given under my hand at Mondal this sixth day of Makarom nine hundred and seventy-three.

The mark of KEHAGUEST CANNA.

Signed before me and delivered at Mondal this sixteenth day of January 1798

(Sd) CHRISTOPHER PEILE, A C.

” CAETANO COELHO.

” INLIAO MART BASS

The amount of summa of Kehaguest Nambyar's division with the names of the Tanahs collected by him viz.—

1 Paloor	}	for the year 973 M S	. Papees 4 649 2 40
2 Pootur			
3 Canagot			
4 Tupingatoor			
5 Pillacattoor			
6 Colovallor			
7 Ellamgott			
8 Cooseny			
Ditto from the above for 974 M S			Rupees 4 861 2 70

Similar agreements were made with the other Nambyars separately, viz —

Cernamil Killoo for the year	973 M S	Rupees 2 324 3 20
	974 M S	2 475 3 35
Caumpuriet Chapen for the year	973 M S	4 649 2 40
	974 M S	4 851 2 70
Chanderole Amboo for the year	973 M S	2 324 3 20
	974 M S	2 425 3 35
Carnat Ama for the year	973 M S	5 914 2 30
	974 M S	6 171 2 90
Narangolly Nambyar for the year	973 M S	7 368 0 85
	974 M S	7 504 3 35

No LIX

KAULNAMAH from HIS EXCELLENCY MAJOR GENERAL MEADOWS, GOVERNOR and COMMANDER IN-CHIEF, etc , etc , on the part of the HONOURABLE COMPANY, to KISHEN ZAMORIN, RAJAH of CALICUT, etc , etc , 1790.

Whereas the English forces have by the blessing of Providence possessed them-
of th
and
occasions evinced a firm attachment to the British interests and proved himself useful in supplying their armies it has therefore been resolved that the said Zamorin shall be invested with the sole management of all the countries heretofore included in the province of Calicut which are or may be conquered by the British troops.

The said Zamorin is therefore directed to exert his authority and influence in embodying the Nairs of that country and in directing their operations against the common enemy, either separately or in conjunction with the British forces as he may be instructed by the officer commanding in that quarter

He is to exert himself in establishing magazines in such places as he may be required to collect them, and in supplying as far as may be practicable everything necessary for the prosecution of the war, for which regular receipts will be given and the amount duly accounted for at its conclusion.

This instrument, to which strict obedience is enjoined by all whom it may concern, is to be considered as a kaulumath and authority for administering the revenues during the present war. And at its successful conclusion by the favour of the Almighty the murassee or right of inheritance of the said Zamorin and of every Rajah, zemindar, and polygar shall be strictly examined and justly determined to the rightful inheritor agreeably to established custom, and then also the pesheush to be paid to the Honourable Company shall be equitably adjusted.

Given under my hand and seal at Coimbatore the twenty-seventh day of September in the year of our Lord one thousand seven hundred and ninety

(Sd) W MEADOWS,

Governor and Commander-in-Chief

No LX

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQUIRE, and MAJOR ALEXANDER LOW, on the part of the ENGLISH EAST INDIA COMPANY, and MAAN VIORUM ZAMORIN, concluded at CALICUT this 18th day of August in the English year 1792, and on the 6th of the Malabar month of Cheengum, or Singum in the year 967

1. Of the countries ceded by Tippoo Sultan there remain sundry places in the four divisions of Calicut, Belutnaad, Ernaad, and Chowghaat, the Zamorin has further represented that in the districts leased to the Rajah of Corimnaad there are two talooks which are particularly desired by him, as being family places, called Burrakumpooram and Kehakumpooram. On a representation to the Rajah of Corimnaad he willingly consents to surrender these two talooks. The countries of Columgoora (Colungoor), Cadavoura (Koorwey), and Manaree (Mungaree), annexed by Tippoo to the talook of Palighat having anciently been ceded to the Zamorin, have been held and collected by him since the expulsion of Tippoo. These countries, together with the sea and land customs, altogether estimated at Rupees four lakhs sixteen thousand three hundred and sixty six and one quarter (Rupees 4,16,°65 1), as per an account hereafter entered, are to be delivered over to the Zamorin for one year from the 1st day of the Malabar month Canny, year 968, answering to about the

1st September 1792 English, with full powers to make the collections, administer justice, and all other rights ceded by Tippoo Sultan to the English Company, for which the said Zamorin agrees to pay to the Honourable Company by the hands of such persons as they may appoint the sum of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) in the following manner —

2 The sum of Rupees one lakh and fifty thousand (Rupees 1,50,000) on the 1st of the month of Dannoo, answering to the 1st of December 1792 English

3 The sum of Rupees one lakh thirty-six thousand three hundred and sixty six and one quarter (Rupees 1,36,366-1) on the 1st of the month of Minom, answering to the 1st of March 1793

4 The sum of Rupees one lakh thirty thousand (Rupees 1,30,000) on the 1st of the Malabar month Vederom, answering to the 1st of June 1793 English all these payments are to be truly and punctually made at the stated periods

5 The foregoing amount of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) being founded on an account of the value of the countries leased out and delivered by the minister of the Zamorin, and estimated at one half of the assessment levied by Arshed Beg Khan in the time of the Nawab Tippoo Sultan, it is agreed that on the part of the Company shall be inspectors to ascertain the exact amount levied on the countries as above stated, and if it is found that more is levied, the difference is to be paid to the Honourable Company The value also of the sea customs is by computation, it is therefore also agreed that at this place there shall be persons to inspect on the part of the Honourable Company, and if they produce more, the difference is also to be paid to the Company

6 In the foregoing account is mentioned the revenues to be received from the Rajahs of the Zamorin, the request of the Zamorin, and the superiority, are to be made by the Rajahs of them without any interference on the part of the Zamorin The amount payable being stated, his officer will have an order to receive it when due from the different Rajahs

7 The Zamorin has represented that in ancient times the sovereignty of all these petty Rajahs, so far as related to the administration of justice, was in him, and therefore begged that he might still be permitted to exercise this sovereignty, as the Commissioners do not perceive any harm in this, they willingly agree to it, subject to the general regulations intended hereafter to be made relative to the administration of justice.

8 That a more full and particular account shall be framed as soon as possible of the value of the several countries leased out to the Zamorin to be delivered to the Commissioners, who will have a right on their part to appoint any person they may please for the inspection of the said accounts.

9 Whereas formerly in the ancient government of the Zamorin, the Nair Chiefs and many of the petty Nairs held their lands without paying

revenue or tribute to the Zamorin or to their Rujahs, but were only liable to follow them in war, Hyder Ali Khan Bahadur and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person, they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company, the ancient custom is not to be renewed by the Zamorin, by giving back the lands free from tribute, the Company having their own troops, do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo

10 In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Tippoo not to be given tending to prejudice the country, and their

revenues must pay their troops

11 Whereas it is the intention of the Governor General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Zamorin obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of their revenue.

12 Any minister or other persons to be employed by the Zamorin in the government of the country or the collection of the revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed

13. There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections paid to the Company.

14 It being the desire of the Company to procure what pepper grows in the country, they will appoint their own merchants to purchase it in the country. No other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants, the price to be paid for said pepper by the merchants to the ryots to be hereafter settled, this or any other mode which may be thought better the Zamorin is to assist in.

15 The assessment for this year being rated at one half of what it was by the account of Arshed Beg Khan on a representation from the Zamorin that to levy more would distress the inhabitants of the country, the Zamorin engages that his representation is justly founded. The Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people, the return due from the Malabar Rajahs is justice and good faith as to the revenue, and any deviation in this respect is a breach of the original agreement, and will leave the Company at liberty to continue their protection or not, as they may think proper.

16. The Zamorin having appointed his relation the Keraki Collot (Kurki Colgum) Rajah to treat of and settle matters with the Commissioners, it was further agreed that the said Rajah of Keraki Collot should be security to the Company for the performance of these agreements, and that to enable him to be answerable, the Zamorin shall vest him with proper power and control in the general management of the country and receipt of the revenue

Signed the day and year above written and sealed with the seal of the Honourable Company

This agreement for one year only, and subject to the approval or disapproval of General Abercromby.

(Sd.) ZAMORIN.

(Sd) W. G. FARMER.

Seal

Seal

No. LXI

AGREEMENT signed by the ZAMORIN as delivered by his officers on the 29th June 1793

Whereas an agreement for the Malabar year 968 (bearing date the 18th August 1792, or 6th of the month of Cheengum 967 Malabar style) was executed by the Samoori Rajah or Zamorin Maan Vicram with William Gamul by the Presidency conquered on this co Sultan, in which 'on the part of the the exact amount levied as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company; " 2nd, that " a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors, " and 3rd, the Zamorin does in the said agreement bind himself " to agree to all such regulations and rules as shall be formed for the collection of the revenue and administration of than expected from Bengal on the part of the and 4th and lastly, by the said agreement himself " in general and at all times to Company may think fit to ordain for the better management of the country and the improvement of the revenue."

to that of Bombay, with suitable courts of justice and other establishments
 forth and fully noti-
 Rajahs, under date
 the 30th March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars who have collected and delivered, and are still delivering in, certain accounts of the former and present value of the country, from which there is reason to suppose that the offer made in the subsequent month of February by Shinnath, the survadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the country in the time of Tippoo Sultan, was no more than the present state of the country's productiveness is equal to; yet, considering that the said serishtadar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should, according to justice and equity, be payable from all and every part thereof, it is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the Samcory Rajah, in conjunction with the Canoon-goes who are to be appointed as permanent registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cayay to Cochim, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be collected and increased and diminished as to their rates as may
 but a man on my part shall
 account of the custom-house

receipts

As to the mint, what concerns it hath been thus settled, viz., that the control and giving directions and making all arrangements as to what sorts of coin shall be therein struck and at what touch, or with what alloy in each kind; and likewise as to what shall be the seigniorage or duties payable by the

merchants and bankers on the coinage of their metals, all these points depend on and are entirely subject to the orders and well seeming of the gentlemen of the Company, i.e., of the gentleman who is or shall be stationed here at Calicut for the general conducting and management of all the affairs of Malabar, in this manner that my people shall also assist in the conducting of the process and details of the business of the mint, conjointly with those of the gentleman aforesaid, and that, after all charges deducted, whatever net profit shall accrue from the mint, shall be equally divided between me and the Honourable Company.

(Signature of the ZAMORIN)

No LXII.

AGREEMENT of the ZAMORIN of CALICUT regarding the ADMINISTRATION of his COUNTRY

Whereas an agreement for the Malabar year 968, bearing date the 18th August 1792 or 6th of the month of Singum 967 Malabar style, was executed by the Samoorry Rajah or Zamorin Maar Vicrum with William Gamul Farmer, Esquire, and Major Alexander Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is, among other things stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company," *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors," and *3rd*, "the Zamorin does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioner then expected from Bengal on the part of the Governor-General of India," and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue"

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs Duncan and Boddam, Commissioners from the Governor-General having come to the Malabar Coast did, in conjunction with Mr Farmer, Mr Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all

the Rajahs, under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforesaid agreement of August 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners abovenamed on the one part, and the Samoory Rajah Maar Vicrum on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the district subordinate to the said Zamorin Rajah, as well as in view to corroborate an offer made by Shammath, the sarvadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the said districts in the time of Tippoo Sultan, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Zamorin Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs and the places for the receipts of them, should be from the date of that writing, ekrarnamah, viz, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Hon^{ble} to their rates :
a man on his
to keep an account of the custom-house receipts, of which the Zamorin is to have a tenth of the gross produce.

And in regard to what concerned the mint, it was further settled and agreed by and between the said Commissioners and the Zamorin Rajah Maar Vicrum, that the control and giving directions and making arrangements as to what sorts of coin should be therein struck, and at what touch or with what alloy in each kind, and likewise as to what should be seigniorage or duties payable by the merchants and bankers on the coinage of their metals, all these points to depend on and be entirely subject to the orders and well-seeing of the gentlemen of the Company's, &c, of the gentleman who is or shall be stationed at Calicut for the general conducting and management of all the affairs of Malabar, with the provision only that his, the Zamorin's, people should also assist in the conducting of the process and details of the business of the mint conjointly with those of the gentlemen aforesaid, and that after all charges deducted whatever net profit shall accrue from the mint should be equally divided between him, the said Zamorin Rajah, and the Honourable Company.

In pursuance therefore and execution of the above quoted agreements of August 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of June 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Samoorv, hath now expired, I, James Stevens, Esquire senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Samoorv or Zamorin Rajah Maar Vicrum to deliver over to the management of him, the said Samoorv, and his agents the districts of Calicut, Cusba Kultoompam, Vadahaporam, Payunnaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority, as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed and confirmed by the above quoted agreement of the Government), for the term of five years, commencing from the 1st of September 1793, in Malabar, or September

That the said Rajah or his Minister or officers shall not collect any other taxes than those included under the head of Negady with the ten per cent as customary for the charges of collection the abolition of Purshantum from the Mopillas being hereby confirmed as well as the nuzzur or offerings at the feasts of Hanan and Beeshew

That such parbuties and inferior officers as have assisted the Company's tehseldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the superior or superintendents before their removal can be acquiesced in

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 1790 the sum payable to the Honourable Company's Government is to be for the talooks before mentioned without any deduction whatever at three instalments, viz, the first on the fifteenth of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Raheties or Runteray Hoons, 1,65,915-5 24 at ten Viray or new gold Fanams for each Hoon, for the year 1791 at the same period and equal proportion the sum of Raheties 1,70 345 8 22

For the year 1792 ditto 1,74 778 1 21

Ditto 1793 ditto 1,79,206 4 19

Ditto 1794 ditto 1,79,206 4 19

And whereas it is probable that the present coinage of gold Fanams may be abolished and a new currency more adequate to the purpose of a free and
 declared that the relative value of
 adjusted and accounted for in all
 nt by the Rajahs to the Company's
 anams to be equal to three Rupees

And lastly, as certain grounds in some of the talookas, as specified in
 agreement has been formed,
 jungle or being overflown,
 they are hereafter annually
 to be subject to survey, and such portion of revenue as may be produced from
 them is to be accounted for in the same manner as the purrums or garden
 grounds, that is four-fifths to the Company

**COPY of a CIRCULAR LETTER written by GENERAL ABERCROMBY, as
 GOVERNOR of BOMBAY, to all the RAJAHs and PRINCIPAL
 LANDHOLDERS within the PROVINCE of MALABAR**

I have to acquaint you that the Commissioners have with my concurrence and under my approbation formed a plan for the future administration of the ceded countries (including the Honourable Company's ancient domain of Tellicherry and the tributary district of Cochin), the particulars of which I now communicate to you that you may strictly adhere thereto and be also convinced how much it has been framed with a view to your advantage and future security inclusive of and consistent with that of the country at large, which being now under the immediate protection of the Company's government, it is their duty, as just sovereigns thereof, to watch over the welfare of all the inhabitants and to cherish them as their subjects, preserving also that due regard which they will ever maintain towards the honor and comfort of the Native Chiefs of each country and district

For the purposes aforesaid the whole Malabar country, from Cochin to the Cavay, has been nearly equally divided into two separate divisions, the administration of which is to be entrusted to two civil servants of the Company, who are to be the immediate representatives of the British Government within their respective districts, in which they are to preserve the peace, administer justice, and to receive from you the revenue payable to Government, the said gentlemen being in all cases subject to the supervision and control of the chief Company's servants within the countries aforesaid henceforth to be styled *the province of Malabar*, the seat of whose ordinary residence is to be at Calcut, to the end that in case of any defect in the administration of the affairs of the two divisions aforesaid by the gentlemen appointed to superintend them recourse may in all cases be readily had to their superior at Calcut, who will not interfere in the ordinary details of justice or revenue,

but will be at all times ready to act as a check and control over the superintendent of the two divisions aforesaid, either on your application or that of any other persons who may think themselves aggrieved by the acts of the superintendents or their officers who will all remain accountable to this chief officer at Calicut, and you cannot fail to observe that in this division of power and superior control granted to the primary authority to be vested on the gentleman whose residence will be at Calicut in the centre of the whole provinces of Malabar, the Honourable Company have put themselves to an extraordinary expense by the creation of this third or superior officer to govern and regulate the conduct of the two superintendents, and of all other persons within the province, to the end that in consideration of the great distance between this and Bombay you may not be obliged in any case of complaint to have recourse there but receive justice within the province, at the same time that it is left to your choice to appeal in a regular manner to the Government of Bombay in any case where you may remain dissatisfied with the acts or decisions of the superintendents and of the chief magistrate, but in cases of complaint against either of the two former only, appeals are not to lie to Bombay in the first instance, the rule being that application must be made to the chief magistrate of the province of Calicut, after whose decision, whoever shall remain still dissatisfied may, without giving offence to any person, carry a further appeal to Bombay in the manner that will be more fully explained in the remaining Commission. The Commissioners will form a Commission for the Malabar language and disseminated throughout the province for your and the public information. And when the Commissioners shall have completed these arrangements, together with such agreements as they may think fit (provided your offers are reasonable and adequate) to conclude with you for the revenue, they will dissolve their commission and return to their former stations, after which the entire authority and government within the province of Malabar, according to its limits above described, will rest with the chief magistrate and superintendents under the degrees of subordination aforesaid.

As Mr Farmer has from the first acted as senior member of the Commission, and has thence acquired a knowledge of the country and habits of acquaintance and communication with all the Rajahs and principal and other persons within the province, I have appointed him to the office of supervisor, and the first chief magistrate to reside at Calicut, aforesaid, in which capacity he will issue his instructions to the superintendents and correspond also with the remaining members of the Commission, of which, that he may attend to the important duties now consigned to him, he will no longer continue a member, and as the Commission is now dissolved, the Commission as above described, will be dissolved. As with respect to the Commission, it will be dissolved while the Commission is in concurrence.

(Sd) ROBERT ABERCROMBY

No. LXIII.

KARARNAMAH or AGREEMENT entered into between the HONOURABLE COMPANY'S GOVERNMENT and KORIKORTE MAUNA WICKRAMA SAMOORY RAJAH of the NEDYERUPPA SURUWUM, for himself and his family, defining the conditions on which the MALIKHANA they have heretofore enjoyed is confirmed to them in perpetuity—1806.

... .. executed between
... .. under the autho-
... .. of Bombay on
the one part, and by certain Malabar Rajahs and Chieftains on the other
part. Wherein it was among other stipulations agreed, that for the term of
five years commencing on the 1st of Kanny 970 M. S. one-fifth share of the
net collections of certain districts should be on certain conditions paid annually
for the said period of five years to Korikorte Mauna Wickrama Samoory Rajah,
out of the revenues accruing to the Company's Government.

And whereas the said term of five years so stipulated is now and has been
long since expired and the conditions of the said Kararnamahs or agreements
consequently void and of no effect and no permanent settlement of the
revenues of Malabar having since been carried into practice, the Malikhana to
the several Rajahs has been continued by the free bounty of the Company's
Government on the basis of the aforesaid kararnamahs or agreements. And
whereas the jurisdiction of the province of Malabar having been transferred to
the Government of Fort St. George, the Principal Collector has received the
orders of the Right Hon'ble the Governor in Council to fix one general assess-
ment of land revenue throughout the province of Malabar on certain principles
And whereas the proposed assessment may in its operation reduce the amount
of jumma upon certain districts in particular, or upon the whole province in
general. Whereby the usual Malikhana of five per cent on the jumma may
be diminished in certain cases to the prejudice of the comforts of the Rajahs
and their families, contrary to the benevolent intentions of the Company's
Government towards the Rajahs of Malabar.

And for as much as some of the younger branches of certain Kovilgums
have at several times forgotten their duties of allegiance to the Company's

such evils in all time to come But whereas the Company's Government are
in its justice disposed to pardon the former errors of the few (the crimes of
open hostility and rebellion excepted), in consideration of the allegiance and
commendable demeanour of the majority of the members of the different
Kovilgums in Malabar.

Wherefore the Right Hon'ble the Governor in Council of Fort St George has deemed it expedient to authorize and direct the Principal Collector in Malabar to frame and conclude new stipulations and agreements of one general form and tenor of the most solemn and binding nature to comprehend and provide for all and singular of the premises.

In pursuance therefore of the said determination of the Government in virtue of powers specially vested in me to this end by authority of the Right Honourable the Governor in Council of Fort St. George, I, Thomas Warden, Principal Collector in the province of Malabar, do hereby stipulate and agree in the name of the Honourable United East India Company with Korikotte Mauna Wicrama Rajah of the Nedieruppa Suruwum for himself and his heirs for ever in manner and form following —

ARTICLE 1.

Clause 1st—From and after the 1st day of Kanny 982 MS or 15th September 1806, the Malikhana or allowance to the several Rajenms, Kovilgums, and Chieftains in Malabar shall be calculated at 20 per cent upon the gross jumma of the land revenue of the year 976 (after deducting 10 per cent for charges) being the jumma to which the amount of the assessment was reduced by a Proclamation under the signature of the Acting Principal Collector, bearing date the 11th of March 1803, corresponding with the 30th of Koombhum 978 (MS). And in order to obviate all future doubts as to the true meaning and extent of this clause, the names of the districts, total amount of nett jumma and malikhana thereon payable to Korilote Maunna Wicrama Rajah and the Nedyeruppa Suruwum are hereunder specified —

Calicut, Pynaad Ernaad, Kekapuram, Naduganaad Shernaad, Wadaka-
puram, Chowghaut, Naduvootum

	Viray Hoons	Fur	Cash
Total nett jumma after deducting 10 per cent	233	785	6 36½
Amount of malikkhana being 20 per cent on nett jumma is	46	207	1 15
Making at 12½ Viray Fanams per Star Pagoda	37	760	39 0
Star Paoda			
or Rupees	1	32	163 4 0

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikorte Mauna Wicrama Rajah of the Nedjeruppa Suruwum for himself, and the members of his family, the seniors of whom likewise sign the separate copy conjointly and separately for themselves and the members of their respective Kovilgums, it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered on this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month of Vrischigam of the Malabar year nine hundred and eighty-two, at Calicut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

(Sd.) S. MEEK,	(Sd.) THOS. WARDEN,
<i>Civil Surgeon, Malabar.</i>	<i>Principal Collector in Malabar.</i>

„ WILLIAM ATKINS,
Lieutenant-Colonel.

„ IGNACIO DE LOYALA E GA.

Signature of Zamorin

In a separate copy are the Signatures of—

Eralpad or Second Rajah, of Edatralpad or Fourth Rajah, of the Nediripa Moota Crady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum, of the Llea Crady Tirulmalpad, Senior of the Poodea Kulote Rajah.

No. LXIV.

The following TREATY of ALLIANCE and FRIENDSHIP is entered into and agreed upon by BRIGADIER-GENERAL MACLEOD, COMMANDER-IN-CHIEF of HIS BRITANNIC MAJESTY and the HONOURABLE ENGLISH EAST INDIA COMPANY'S FORCES, on behalf of the said HONOURABLE COMPANY on the one part, and the BEBEE or QUEEN of CANNANORE and ALLIA RAJAH, her husband, on the other part, 1784.

1st—There shall be firm peace and friendship between the aforesaid parties.

2nd —The Queen shall possess all the country of which she stood possessed before the English army marched into her country

3rd —The Queen will pay to the Honourable the Presidency of Bombay, within the space of one twelve month, one lakh and one-half lakh of Bombay Rupees as an indemnification for the expense of the war, and she will also pay an annual tribute of one lakh of Rupees to the said Presidency

4th —The said Presidency will protect her in the possession of the said country against the Nairs her natural enemies, otherwise she cannot pay the above sums

5th —All the forts are to remain in possession and at the disposal of the English

6th —The Queen engages annually to make the first offer of her pepper to the Honourable Company to be bought at a reasonable price

Given and exchanged under our hands and seals at Cannanore this 8th day of January 1784, in the presence of us

THOS LIGHTON

(Sd)

NORMAN MACLEOD,

Brigadier-General

Seal

ABDULLA

,,

BEBEE.

Seal

MOOSSA

,,

ALLIA

Seal

This Treaty was disavowed by the Bombay Government on 12th January 1784 but was afterwards confirmed on 2nd February as a temporary measure during the armistice with Tippoo or until peace should be concluded.

No. LXV.

AGREEMENT with the BEBEE of CANNANORE—1793

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, etc, do acknowledge and give in writing that I will pay to the Government of the Honourable East India Company the moiety of whatever is the produce of my country according to the funds thereof, and out of the Rupees 20,000 annual profit, which I reap from my trade with the Laccadives, I am also to pay the half to Government besides which I do stipulate to pay in like manner the half of whatever further income or profits from the said lands or trade shall be hereafter ascertained to accrue to me by the enquiries of the offices of Government.

And as it had been signified to me that after the rains a gentleman is to proceed to the Laccadives to sequester them for the advantage of the Honourable Company's Government, and to appropriate to the use of the said Government all the produce thereof, I do therefore engage to submit also to this if it shall be ordered by the Governor-General in Council, neither shall I in any shape object thereto; or otherwise, if it be so ordered, I shall be ready to account for the true income and produce and to pay the same to Government. Wherefore I have written these few lines as a mochulka for the revenue of Government.

Dated the 11th of April 1793

TRANSLATION of an AGREEMENT entered into by the BEBEE of CANNANORE.

I, Bulia, the owner or lady of Cannanore and of the Laccadive Islands, do give in writing as follows:—

Whereas the sum of Rupees 28,680-12-3 is in arrear on account of the revenue due by me for the Malabar years 966 and 967, I do therefore covenant and give in writing that I will, without plea or excuse, pay the same in the following instalments:—

On the 4th of Rumzaun 1207 of the Hegira, agreeing with the 15th April 1790, Rupees 8,000, and the remaining Rupees 20,680-12-3 in two kists or instalments; the one on the 24th of Rumzaun or 4th of May, and the other on the 14th of Shawul, which agrees with the 24th of May, and herein I shall use neither delay nor evasion: wherefore I have entered into this agreement.

Dated 29th of Shabaun 1207 Hegira, agreeing with the 11th of April 1793.

No. LXVI.

AGREEMENT with the BEBEE of CANNANORE, executed by her on the 20th October 1796, or Malabar style 15 Toolam 972.

I, Bebee Bulia, lady of Cannanore, do agree and give this writing to witness that I will pay to the Government of the Honourable English East India Company fifteen thousand Rupees per annum, being the jumma on the houses, purams, etc., situated at and near Cannanore, on my trade to the Laccadive Island, on my jelm property on the said island. I do further agree to pay the said amount of fifteen thousand Rupees at three different kists, the

first, or five thousand Rupees, on the 15th Danoo, the second, or five thousand Rupees, on the 15th Meddom, the third, or five thousand Rupees, at the end of Cheengum. The article of agreement is not to do away, nor is it meant to do away, in any shape, the rights which the Government have to the Laccadive Islands as is set forth in my mochulka dated the 9th April 1793, or 27th Shaban 1207 Hegira.

2 I do agree to pay the customs on all articles of merchandize whether imported or exported by me in the same manner and the same rates as the merchants of Malabar, save upon the coir imported from the Laccadives.

3 I give up my pretensions to the one-fifth share of the collection which is granted by Government to the Rajahs of Malabar, being convinced that I have no right to insist on the said allowance.

4 I give up all right and title to the Honourable Company which I have claimed to the Tarrahs of Cannatoor and Canot Chally and do agree that the Company shall make the collections in any manner they may think proper, except through the medium of the Cherical Rajah, which I most earnestly solicit may not be granted.

5 And I do agree to pay all arrears on account of customs, except upon the coir which I may have imported from the Laccadives.

Cannanore, 28th October 1796, or M S 15th Toolam 972

(Sd) BRBER BULJA

Witnesses

(Sd) BALLAJEE ROW, Dewani

„ RAMROW PESKAR

„ GOVIND WESDANATHJEE



9—FRENCH SETTLEMENTS—SALT AND OPIUM.

On the 7th March 1815 a Treaty (No LXVII) was signed between Great Britain and France for regulating the supply of salt, opium, and saltpetre to the French establishments in India. By the terms of the treaty the right to purchase the salt manufactured in the French settlements in India was framed to the British Government, a certain quantity being reserved by the French authorities for domestic purposes. British trade, however, was seriously affected by this arrangement, and in order to prevent the contraband traffic which had sprung up, a Convention (No LXVIII) was concluded on the 13th May 1818 between the Administrators of the French settlements in India and the Government of Fort St George. This provided that the manufacture of salt in the French possessions throughout India should cease, and 4,000 Star Pagodas should be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such quantities of salt as would suffice for the domestic use of the inhabitants of the French settlements in India, the French Government agreeing to sell this salt at approximately the same price as obtained in the adjoining British districts. In 1839 this convention was modified as regards the supply of salt to the French settlement of Chandarnagar. (See Bengal—Vol I)

In 1884 a Convention (No LXIX) was concluded for five years between the Government of India and the French Government, represented by the Chef de Service at Chandarnagar. Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the treaty of the 7th March 1815, were converted into an annual payment of Rs 3,000. In 1889 this Convention was renewed (No LXX) for another term of five years.

10—DUTCH SETTLEMENTS

By the treaty of the 17th March 1824 (see Volume I) between the Dutch and the British Governments, the former ceded their factories and establishments in India to the latter. In pursuance of article 8 of the treaty, Commissioners representing the two powers were appointed to hand over and to receive the various factories. Those on the Coromandel Coast were delivered in August 1825, and a Deed (No LXVI) to that effect was executed.

No LXVII.

CONVENTION between GREAT
BRITAIN and FRANCE Signed
at LONDON, the 7th of March,
1815.

In the NAME of the MOST HOLY
and UNDIVIDED TRINITY.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and agents of His Britannic Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences, and removing every cause of dispute between their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, *viz*, His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Kingdom, President of the Board of His Majesty's Commissioners for the affairs of India, etc, etc, etc, And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Châtre, descendant of the Princes of Deols, Count de la Châtre, His Ambassador extraordinary and plenipotentiary at the Court of London, etc, etc, etc, who, after having communicated to each other their respective full Powers, found in good and due form, have agreed upon the following Articles —

1 His Most Christian Majesty engages to let at farm to the British

CONVENTION entre la GRANDE
BRETAGNE et la FRANCE
Signée à LONDRES, le 7
Mars, 1815.

Au Nom de la Très-Sainte et
Indivisible Trinité.

Le commerce du sel et de l'opium ayant été assujéti dans l'étendue des Possessions Britanniques dans l'Inde à certains réglemens et restrictions, qui s'il n'était pris des mesures convenables, pourraient donner lieu à des difficultés entre les sujets et Agens de Sa Majesté Britannique et ceux de Sa Majesté Très Chrétienne, Leurs dites Majestés ont jugé à propos de conclure une Convention Spéciale pour prévenir ces difficultés, et écarter toute autre cause de discussion entre leurs sujets respectifs dans cette partie du monde. A cet effet, elles ont nommé pour leurs plenipotentiaries respectifs, savoir : Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, le Sieur Robert, Comte de Buckinghamshire, Pair du Royaume Uni, Président du Bureau de Ses Commissaires pour les affaires de l'Inde, etc, etc, etc, et Sa Majesté le Roi de France et de Navarre, le Sieur Claude Louis de la Châtre, des Princes de Deols, Comte de la Châtre, Son Ambassadeur extraordinaire et plenipotentiaire à la Cour de Londres, etc, etc, etc, lesquels, après s'être communiqué leurs Pleins-pouvoirs respectifs, trouvés en bonne et due forme, sont convenus des Articles suivans.

1 Sa Majesté Très Chrétienne s'engage à affermer au Gouvernement

Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore, reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article

2 In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India, and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts, commencing with the three years preceding the date of the present Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British

Anglais dans l'Inde, le privilège exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orissa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront nécessaire pour l'usage domestique et la consommation des habitants de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitants de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement,

2 Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les établissemens Français sur les côtes de Coromandel et d'Orissa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majesté Très-Chrétienne dans l'Inde, et le prix qui devra être payé par le Gouvernement Anglais sera fixe tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels, à commencer des trois années qui ont précédé la date de la présente Convention

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet

Government for the salt manufactured in the districts nearest to the said settlement

3 It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

4 With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

5 In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments, such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies, it being agreed that the rent above stipulated shall commence from the 1st of October, 1814

6 With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article, there shall be reserved for the French Government, and delivered upon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for, provided that

article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3 Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté

4 Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orissa, et à Chandernagor dans le Bengale, le sel au même prix à peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5 En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca, lequel payement sera effectué par trimestre et par portions égales, soit à Calcutta, soit à Madras, dix jours après que les traites tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences.

Il est convenu que la rente ci dessus stipulée sera due à partir du 1er Octobre, 1814

6 Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium, qu'à chacune des ventes periodiques de cet article, il sera réservé pour le Gouvernement Français et délivré à la requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils

such supply shall not exceed 300 chests in each year, and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the space of three months, the same shall be sold at the same rate as the

the 300 chests hereinbefore mentioned

The requisitions of opium as aforesaid are to be addressed to the Governor-General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette

7 In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds

8 His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police, His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the High Contracting Parties any misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war

demanderon, en tant que cette quantité n'excedera pas trois cents caisses par an, lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entrerait néanmoins en déduction des trois cents caisses qui doivent être livrées

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur General à Calcutta, dans l'espace de trente jours après que l'époque des ventes aura été indiquée par la Gazette de Calcutta

7 Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporter cet article jusqu'à la concurrence de dix huit mille maunds

8 Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12 du Traité conclu à Paris, le 30 Mai 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent Lui être restitués en vertu du dit Traité, et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police, de Son côté Sa Majesté Britannique afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de méintelligence ou une rupture (ce qu'à Dieu ne plaise),

those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India, they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government

9 All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out

à ne point considérer ni traiter comme prisonniers de guerre, les personnes qui feront partie de l'administration civile des établissemens Français dans l'Inde, non plus que les officiers, sous officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Très Chrétienne dans l'Inde, la permission d'y continuer leur résidence et leur commerce aussi longtemps qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement.

Mais dans le cas où leur conduite les rendroit suspects, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec leurs effets et leurs propriétés, soit en France, soit dans tel autre pays qu'ils choisiraient

Il est bien entendu en même tems que cette faveur ne sera pas étendue à ceux qui pourraient avoir agi contre les lois et les réglemens du Gouvernement Britannique

9. Tous les Européens, ou autres quelconques, contre qui il sera procédé en justice dans les limites des dits établissemens ou factories appartenant à Sa Majesté Très Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront refuge

of the same, shall be delivered up to the chiefs of the said settlements and factories, and all Europeans and others

take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11 The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms

Done at London, this 7th day of March, in the year of our Lord 1815

(Sd.) BUCKINGHAMSHIRE,
(L S)

(Sd) LE COMTE DE LA CHATRE,
(L S)

hors de ces mêmes limites, seront délivrés aux chefs des dits établissements et factories, et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissements et factories sur la demande qui en sera faite par le Gouvernement Anglois

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentement mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très Chrétienne

11 La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes

Fait à Londres, le 7 Mars, l'an de Grâce, 1815

(Signé) BUCKINGHAMSHIRE,
(L S)

(Signé) LE COMTE DE LA CHATRE,
(L S)

definitively concluded as soon as it has been signed by Messrs Clement Thomas, Chef de Service at Chandernagore, and C E Buckland, specially delegated for this purpose by their respective Governments

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four

On behalf of the Government of India

(Sd) C E BUCKLAND.

Le Chef de Service,

(Sd) CLLEMENT THOMAS

fications, sera considérée comme définitivement conclue dès qu'elle aura été revêtue des signatures de MM Clément Thomas, Chef de Service

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre

Le Chef de Service

(Sd) CLÉMENT THOMAS

On behalf of the Government of India

(Sd.) C. E. BUCKLAND

No LXX

OPIMUM CONVENTION

Convention of the 5th September 1859, concluded for five years, beginning on the 1st January, 1859, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore

Between Monsieur Alphonse Bonnet, Principal Administrator at Chandernagore

the French Government, on the one part,

CONVENTION RELATIVE A L'OPIMUM

Convention du cinq Sep'tembre, 1859, conclue pour une durée de cinq ans à partir de 1er Janvier, 1859, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815, et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor.

Entre Monsieur Alphonse Bonnet, Administrateur Principal de Chandernagor, procédant avec l'autorisation spéciale de Monsieur le Gouverneur des Etablissements Français dans l'Inde, et agissant au nom du Gouvernement Français, d'une part,

And Mr Charles Edward Buckland, Secretary to the Board of Revenue, Lower Provinces, on the part of the Government of India the said Mr Charles Edward Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India on the other part, the following agreement has been concluded —

ARTICLE 1

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this Article

ARTICLE 2

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum

ARTICLE 3

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore the obligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorized to sell this product on English territory adjoining Chandernagore. The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person, whether

et Monsieur Charles Edward Buckland, Secrétaire du Département des Revenus, Lower Provinces, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de son Excellence le Vice Roi et Gouverneur General de l'Inde, d'autre part, a été convenu ce qui suit —

ARTICLE 1

Le Gouvernement Français renonce au privilège à lui réservé par l'Article 6 de la Convention du 7 Mars, 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an, au prix moyen des ventes périodiques de cet article

ARTICLE 2

Le Gouvernement de l'Inde en échange de cette renonciation s'en-

ARTICLE 3

L'Administration Française con-

établir pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fournir par le Collectorat d'Hooghly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses Agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagore. Les autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette

through importation of foreign opium by sea or through any other means. The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate.

ARTICLE 4

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually, and in two instalments, an indemnity fixed at a round sum at two thousand rupees.

ARTICLE 5

The payments mentioned above in Articles 2 and 4 will both be made in moieties, at the end of each six months, counting from the 1st January 1889.

ARTICLE 6

The present Convention shall have a duration of five years to be calculated from the 1st January 1889.

ARTICLE 7

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of five years, to be calculated from the 1st of January 1889, as soon as it shall have been signed by Monsieur Alphonse Bonnet, Principal Administrator of Chandernagore, and

obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par toute autre moyen.

Les autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation soit dans l'exportation entre Chandernagor et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hooghly.

ARTICLE 4

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à forfait à deux mille roupies.

ARTICLE 5

Les deux paiements déjà cités dans les Articles 2 et 4 auront lieu par moitié, de semestre en semestre, à terme échu, à partir du 1er Janvier 1889.

ARTICLE 6

La présente Convention aura une durée de cinq ans, à compter du 1er Janvier 1889.

ARTICLE 7

La présente Convention sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue, pour une période de cinq ans à compter du premier Janvier, 1889, dès qu'elle aura été revêtue des signatures de Monsieur Alphonse Bonnet, Administrateur

Mr Charles Edward Buckland, Secretary to the Board of Revenue, Lower Provinces specially delegated for this purpose by their respective Governments

Done at Chandernagore in duplicate on the 5th of September, one thousand eight hundred and eighty nine

Principal de Chandernagor, et Monsieur Charles Edward Buckland, Secrétaire du Département des Revenus, Lower Provinces, spécialement délégués à cet effet par leurs Gouvernements respectifs

Fait en double expédition à Chandernagor, le cinq Septembre, mil, huit cent, quatre vingt neuf

(Sd) R BONNET

„ C E BUCKLAND.

No LXXI.

DEED of TRANSFER of DUTCH POSSESSIONS on COROMANDEL COAST to the BRITISH GOVERNMENT—1825

Whereas by the 8th Article of a Treaty between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands concluded at London on the 17th day of March in the year of our Lord one thousand eight hundred and twenty four, His Netherland Majesty cedes to His Britannic Majesty all his establishments on the Continent of India and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments, and Whereas Henry François Vonsohsten, Esq. has been appointed by His Excellency the Governor General of Netherland India Commissioner to deliver up the Netherland establishments on the Coast of Coromandel, and Lieutenant-Colonel James Stuart Fraser appointed by the Honorable the Governor in Council of Fort St. George Commissioner to receive possession of the said establishments

Now be it known that I, Henry François Vonsohsten, do hereby declare to have delivered up on the 1st June 1825, in the name and on behalf of His Majesty the King of the Netherlands, to Lieutenant-Colonel James Stuart Fraser, Commissioner on the part of the British Government, the Netherland establishments at Sadras, Pulicat, Palicole, Jaggernailpooram, Bimlipatam, Porto Novo, Keellarray, Tuticorin, and Cape Comorin, with their several dependencies, and I, James Stuart Fraser, do hereby acknowledge to have received on the 1st June 1825, for and on behalf of His Britannic Majesty, from the said Henry François Vonsohsten, Esq., the Netherland establishments as aforesaid with their several

In testimony whereof we the respective Commissioners have hereunto subscribed our Names and affixed our Seals at Sadras this eighteenth day of August in the year of our Lord One thousand Eight hundred and Twenty-five

L S

(Sd) J S FRASER, *Lieut Col,*
British Commissioner

L S

De Nederland Commissioier
(Sd) H F VONSOHSTEN

11—CEYLON

THE first diplomatic intercourse between the British Government in India and the native powers in Ceylon took place in the year 1664, when an embassy was sent to obtain from the King of Kandy the release of some English sailors whom he held in captivity. The mission was unsuccessful. A century later, in 1763, an ambassador was sent to propose a treaty of friendship, but the negotiations were never carried to maturity. In 1782, after the conquest of the Dutch settlements on the Coromandel Coast, a force was despatched by the Madras Government to reduce the Dutch possessions in Ceylon, and Mr. Hugh Boyd accompanied the expedition for the purpose of concluding a treaty of alliance with the King of Kandy, by which the latter was to be required not only to supply provisions to the British troops but to send a strong force to co operate with the English. The King, however, refused to take part in the war against the Dutch or to conclude a treaty except with an ambassador commissioned from the King of England direct.

It was not till the year 1795 that the British Government acquired a permanent footing in the island. Towards the close of that year an expedition organised by the Government of Madras reduced Trincomalee, Jaffna, and Kalpitya, and a preliminary Treaty of alliance (No LXXII) was concluded with the King of Kandy on the 12th October 1795. Subsequently a Cingalese envoy was deputed to Madras, who concluded a definitive Treaty (No LXXIII) on the 12th February 1796, but the King of Kandy, influenced by a party at his Court who favoured the Dutch interest, refused to ratify it. At that time the position of the Dutch towards the Native Government at Kandy was defined by the last treaty* which they had arranged with the Cingalese in 1766. They considered themselves entire masters of the whole coast, but had never paid the tribute to the King which was stipulated for in the fourth article of the treaty. In the mean time the British troops had taken Negombo, on the 4th February 1796, and on the 15th February Articles of capitulation (No LXXIV) were framed by which the Dutch settlements in Ceylon, including Colombo, Galle, and Kalutara, were ceded by the Governor of the Dutch possessions in the island to the British Government.

The administration of the conquered settlements in Ceylon was entrusted to the Government of Madras, but an injudicious attempt to introduce the Madras fiscal system, which nearly resulted in a general revolt, led to the

* See Appendix.

transfer of the island to the direct government of the crown, and the appointment of Mr North as the first Governor in 1798. His appointment, as well as that of the civil officers, was made by the King, but in the conduct of affairs the governor was placed under the orders of the Governor General of India, an arrangement which lasted till 1802. In the meantime a revolution had broken out at Kandy. The King was deposed by the Adigar or prime minister and died in 1798. Vikrama Raja Singha, nephew of the Queen, was installed through the influence of the minister who, to secure the real power in his own person, induced the Governor to enter into a scheme* to effect the removal of the King to the British settlements and to depute the Adigar to exercise his power at Kandy where a British subsidiary force was to be stationed.

The project, which was to be carried out by means of an embassy to conclude a new treaty with the King, ended in utter failure, but the Adigar determined to gain his object by provoking a war. Several merchants, subjects of the British Government, were forcibly seized and plundered in April 1812. Compensation was refused, and in February 1803 a British force of 3,000 men occupied Kandy, which was abandoned by the King and the inhabitants. Muttu Swami, a member of the royal family, who on the elevation of Vikrama Raja Singha, had fled to the British territories, was set on the throne, and a Treaty (No LXXV) was concluded with him in May 1803, by which extensive districts were ceded to the British Government, a British subsidiary force was to be stationed at Kandy, and the King was prohibited from diplomatic intercourse with foreign powers.

By a separate Agreement of the same date (see supplement to No LXXV), with the Adigar the new King was to reside at Jaffna with all the pomp of royalty, while the Adigar was to hold the real power at Kandy. Encouraged by the success of his perfidy, the Adigar determined to secure the crown for himself, to seize the person of the Governor, Mr North, and to exterminate the garrison at Kandy. The plot for the seizure of Mr North failed through an accident, but in June 1803 the natives rose on the garrison at Kandy and, after inducing them to capitulate on the promise of their lives, treacherously massacred them and the puppet King Muttu Swami.

The war which ensued with the King of Kandy was waged with great severity on both sides for two years. Hostilities ceased only from the exhaustion of both parties, and for the next ten years peace continued without

* For the secret history of this policy, see Tennant's Ceylon, Volume II, Part VI Chapter 3

any formal or amicable agreement. In the interval the Adigar was executed by Vikrama Raja Singha for treason in 1812. The inhuman barbarities which the King perpetrated disgusted and terrified his subjects, who only awaited a favourable opportunity to revolt. At length, towards the close of the year 1814, a party of merchants, who had gone from the British territories to Kandy to trade, were seized by the King as spies and sent back horribly mutilated. War was immediately declared, and in February 1815 Kandy was occupied almost without opposition. The King Raja Singha was made prisoner and deported to Vellore, where he died in 1832.

On the 2nd March 1815, at a Convention (No. LXXVI) of the Cingalese Chiefs at Kandy, the King was formally deposed, the sovereignty of the whole island of Ceylon was vested in the British Crown, and the preservation of the old form of government of Kandy and of the customs, laws, and religion of the people was guaranteed. For two years the country remained tranquil and the terms of the convention were faithfully observed by the British Government. But the people had little sympathy with the Government and in 1817 they rose in rebellion. Towards the close of 1818 the rebellion was subdued and the whole country restored to order. Advantage was taken of the rebellion to modify (No. LXXVII), the Convention of 1815 and to emancipate the people from the oppression of their Chiefs by limiting the terms of their personal service, commuting taxes to a tithe of the produce of the land, and transferring the administration of justice to a regularly constituted agency. Since then, with the exception of a few partial and unimportant attempts at rebellion on one of which occasions (in 1848) reinforcements were applied for from India, the peace of the country has remained undisturbed, and political relations with the island have necessarily ceased.

No. LXVII.

PRELIMINARY TREATY with the KING OF KANDY, concluded on
12th October 1795.

Treaty of alliance and friendship proposed and agreed to by Veeziar
Junkaisuwaraugiah Maharajah Mauniah Rajest ee Mailaunah Outamah
Periah Teerouvausul, the King of Kandia, and Robert Andrews, Esquire,
ambassador on the part of the Honourable English East India Company.

ARTICLE 1.

The King of Kandia and the Honourable East India Company shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company nor any who may be under their jurisdiction shall be a friend to those who may be the enemies of the King of Kandia, neither shall the King of Kandia or any under his jurisdiction be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be incumbent on the Honourable Company to guard and protect the King, country, and religion called Pootaugamum of Ceylon against all its enemies.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever some favourable situation, to which the Dutch can have no right or title whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alliance and friendship pro-
trade and commerce of the island
on) shall hereafter be carried on
pany in preference to any other
- as shall hereafter be established

ARTICLE 6

That after a final arrangement of the Treaty proposed and other subjects at present under discussion shall have taken place, no fresh matter of public concern shall be undertaken or executed respecting the island of Ceylon previous to its being made known at the court of Kandia, and His Majesty's sanction being first had and obtained

This above Treaty to be considered preliminary to a more comprehensive Treaty of alliance and commerce which I promise shall hereafter be signed by the Right Honourable Lord Hobart, Governor, the Members of Council, and that the Honourable Company's seal shall be affixed thereto

Signed and sealed by the contracting parties at the Court of Kandia, Monday, the 29th of Pouratashy of Rachada year, answering to the twelfth of October one thousand seven hundred and ninety five, 1795

Signature
of the first
Minister

Signature
of the second
Minister

(Sd) R ANDREWS

L S

L S

L S

In the presence of

(Sd) STRICKLAND KINGSTON

A true translation as near as can be from the Malabar language

(Sd) POONDAMALLY JAH MOODELY,
Company's Interpreter

No LXXIII

ARTICLES of TREATY and ALLIANCE agreed upon by the RIGHT HONOURABLE LORD HOBART, GOVERNOR, ETC, and his COUNCIL, for the affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY, at FORT ST GEORGE, and STREELUNKAISUWARAUGIAH MAHARAJAH MAUNIAH RAUJESTREE MAILA-UNAH OUTAMAH PERIAH TEEROUVAUSUL, the KING of KANDIA, 12TH FEBRUARY 1796

ARTICLE 1

The Honourable English East India Company and the King of Kandia

shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company, or any who may be under their jurisdiction, shall be a friend to those who may be the enemies of the King of Kandia, neither shall the King of Kandia, or any under his jurisdiction, be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3

That henceforward it shall be incumbent on the Honourable Company to assist the King of Kandia in the defence of his country and religion (called Pootaugum) against all enemies, and in like manner shall the King of Kandia render his assistance to the Honourable Company against the attacks of their enemies on the island of Ceylon

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever a favourable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of his dominions, particularly that of the cinnamon, shall hereafter be carried on with the Honourable English East India Company in preference to any other nation

ARTICLE 6.

That for such articles of trade as the King of Kandia or his subjects may furnish, particularly the cinnamon, the Honourable Company shall make payment in gold, silver, fanams, cash, piece goods, broadcloth, brimstone, sulphure, lead, flints, swords, fire arms and other articles, in such proportion of each as may be agreed upon at the time of purchase, otherwise to be at liberty to dispose of their goods to other places.

ARTICLE 7.

That the King of Kandia shall have permission to employ ships, vessels, or boats, together in number ten, for the purposes of trade, and that such goods or articles of merchandize as may be laden thereon shall be exempt from duty, nor shall the different packages be opened, but an inventory delivered thereof by a person or persons duly authorized for that purpose by the King of Kandia, the ships, vessels, or boats, however, subject to search and

examination by such public officers as may stand appointed to the performance of that duty at the different seaports the English East India Company may possess, and to which the above vessels may resort. Any number of vessels except those above stipulated for, which His Majesty or his subjects may employ, shall be liable to the same duties and restrictions as those of any other merchants trading under the protection of the Honourable English East India Company.

ARTICLE 8.

The Honourable Company shall not at any time interfere with any part of the King of Kandia's present possessions except such as shall hereafter be ceded to them by the King, with a view of an increase of their friendship. And moreover, as the King of Kandia represents many situations to have been forcibly taken by the Dutch, the Company shall investigate the subject as soon as they have captured their different possessions on the island of Ceylon, and restore to the King of Kandia at the conclusion of the war, should they remain permanent possessors of the Dutch settlements, such interior situations as he may appear to have just claim to, reserving to themselves, however, the entire possession and protection of the coast with the districts annexed thereto. That, notwithstanding the preceding article, so soon as the British East India Company become possessors of the Dutch settlements on the island of Ceylon they shall restore to the King of Kandia a situation upon the coast for the sole and express purpose of procuring an adequate supply of salt and fish for the consumption of the people of his country.

ARTICLE 9

That after a final arrangement of the present Treaty shall have taken place, no fresh matter of public concern relative to the King of Kandia or any part of the island of Ceylon, except such as has been or may be captured from the Dutch, shall be undertaken or executed previous to its being made known to the court of Kandia, and His Majesty's sanction being first had and obtained.

ARTICLE 10

The Honourable Company shall at all times be ready to afford their friendly assistance to the King of Kandia, either on the island of Ceylon or other countries, in procuring him such things as he may stand in need of, which his own dominions do not furnish.

ARTICLE 11

The Honourable Company's ambassadors who may be entrusted yearly
 Outa-
 after
 tamah

Periah Terrouvausul

ARTICLE 12

The ambassadors on the part of Streelunkiswarangiah Marlannah Outa-
 mah Periah Terrouvausul shall be conducted as usual by the Honourable

English Company with every attention, and be permitted to return with the same compliments after having negotiated with them on the occasion of their embassy.

ARTICLE 13.

The Council, have, in confirmation of the Treaty, hereunto set their hand and seal, subject to the ratification or rejection of the Honourable East India Company of England, within two years from the date hereof.

Signed and sealed at Port St. George, this twelfth day of February one thousand seven hundred and ninety-six.



(Sd.) HOBART.
 „ ALURED CLARKE.
 „ EDWD. SAUNDERS.
 „ E W. FALLOFIELD.

No. LXXIV.

ARTICLES of CAPITULATION for COLOMBO and the remaining
DUTCH SETTLEMENTS—15th February 1796.

PRELIMINARY ARTICLE.

John Gerard Van Angelbeck, Coun-
cillor of India, Governor and Director
of the Dutch possessions in the island
of Ceylon, offers to deliver up to Colo-
nel Stuart and Captain Gardner, com-
manding the English troops, the for-
tress of Colombo upon the following
conditions at the expiration of three
days —

ANSWER.

Major Patrick Alexander Agnew
Adjutant General of the British
troops in the island of Ceylon, by
virtue of the powers delegated to
him by Colonel James Stuart, com-
manding the British army and Allan
Hyde Gardner, Esquire, Captain of
His Majesty's ship *Heroine*, and
senior officer of the naval force
before Colombo, consents to admit
of the surrender of the fort of
Colombo on the undermentioned
terms, provided the capitulation is
signed this evening and the fort
delivered to the British troops to-
morrow morning at ten o'clock, in
the manner stipulated in the follow-
ing Articles —

ARTICLE 1.

In this capitulation shall be included
the town of Galle and the fort of Cal-

ANSWER.

Granted.

ture with all their dependencies, lands, domains, etc., of the Honourable Dutch East India Company, and the Governor shall issue orders to the commander and council of Galle and the commandant of Caliture for the actual surrender according to the contents of this capitulation.

ARTICLE 2.

The fort with all its dependencies, artillery, ammunition, stores, provisions, and all other effects belonging to the Company, with the plans and papers relative to the fortifications, shall *bonâ fide* be delivered up without concealing or keeping back anything

ARTICLE 3.

And as the books at Colombo as well as Galle are two years in arrears, the delivery shall take place according to the balances now actually existing, and a reasonable time be allotted to the head administration Van Angelbeck and the administration Van der Span at Galle with their assistants to finish the books, and they shall, during that time, receive the pay and emoluments, fixed for their services. As the head smith, cooper, house carpenter, the overseer of the arsenal, and the brick-maker receive everything by indent, their account shall be examined by our accountants and paid by the English. On the other hand, the above-mentioned artificers and overseers are responsible for the articles issued to them.

ARTICLE 4.

All public papers shall also be faithfully delivered over, but attested copies of all the public and secret consultations held during his short government and which he has not had an opportunity of forwarding to Holland or Batavia, shall be given to Governor

ANSWER.

Granted. The surveys of the districts of the island of Ceylon, and its coasts, with all other public plans, to be included.

ANSWER.

One year or eighteen months, if absolutely necessary, shall be allowed for the purpose of arranging the books, during which time a reasonable salary shall be paid to the servants of the Dutch Company necessarily employed in this department. The accounts of the artisans shall be examined and liquidated.

ANSWER.

Granted.

Van Angelbeck, to enable him to answer for his conduct according to the nature of the circumstances

ARTICLE 5

The returns and merchandize of the Company, which are partly laden on board the ships *Berlicum* and *Enggezindeid* now laying in the roads, and partly stored in private houses, as well as those at Galle, shall also be faithfully delivered by the Commissioners who shall be appointed by the Governor to Major Agnew, who is authorised by the Government of Madras to receive them.

ARTICLE 6

But as the Company has of late years borrowed money upon interest of their servants and inhabitants, and when in want of ready money have issued (*kreut braven*) promissory notes to the amount of about five lakhs of Rix Dollars (of which however at least one-half is in the treasury), with a promise to realize the same, and as several servants have their pay and emoluments in the hands of the Company, for which they have no other security, but their property, the above-mentioned debts shall be paid out of them, and the notes discharged, which can occasion the less consideration, as the returns alone, taking the fine cinnamon at only three Rupees a pound, the pepper at 100 Rupees per candy, the cardamoms at one Rupee a pound, and the piece-goods and other merchandize at the invoice price, will amount to about twenty five lakhs of rupees and

ANSWER

All merchandize, stores, and public property of every description, either laden on board the ships now anchored under the guns of the fort, deposited in public stores, or distributed in the houses of individuals, as well as all public property placed in a similar manner at Galle, Calcutture or any other part of the island of Ceylon depending on these Governments, shall be delivered by the Commissaries who shall be named by the Governor, Van Angelbeck, to Major Agnew, the agent appointed by the Government of Madras to receive them, in three weeks from this date.

ANSWER

As Mr Van Angelbeck has assured the officers commanding His Majesty's naval and land forces before Colombo that a refusal to comply with the demand contained in the 6th Article will be attended with the total ruin of the colony, they consent to the following arrangement regarding the paper currency of this island, provided the public property of the Dutch Company is found to be conformable to the statement contained in this Article

The English Government of Ceylon will take up the promissory notes of the Dutch Government, which are still in circulation (provided they do not exceed the sum of fifty thousand Pounds Sterling) and issue certificates for the amount, bearing an interest of three per cent per annum payable half yearly,

all the debts, pay, and notes in circulation not above six lakhs. The copper doodies shall continue current for one Stiver

which certificates shall be in force so long as the districts of Ceylon, extending from Matura to Chilau, shall be in possession of the English, and no longer. Should these districts be restored to the Dutch, the responsibility of payment will necessarily revert to them, in which event the original notes of the Dutch Government shall be restored to the proprietors in exchange for the certificates granted by the British Government

The officers commanding the British forces are not authorized to provide for the payment of the arrears due to the servants of the Company, this must be left to the future determination of His Britannic Majesty

The copper coin of the island must find its own value in the course of exchange

ARTICLE 7.

All private property without exception shall be secured to the proprietors

ANSWER.

Granted, with exception of all military and naval stores, which in every instance must be deemed public property

ARTICLE 8.

In which is expressly included the funds of the Orphan House, or the College for the administration of the effects of infant children, and of the committee for managing the poor funds, as also the two ships now in the roads (*Berlicum* and *Fugezindheid*) which belong to individuals in Holland and are chartered by the Company, as shall be proven

ANSWER

Granted, with exception of the ships, which must be deemed public property.

ARTICLE 9.

The garrison shall march out with the honors of war, pile their arms by command of their own officers on the

ANSWER.

Granted

Esplanade, and again return to their Barracks. The officers to keep their side arms, the cleavangs and creeses of the non commissioned officers and private Malays to be locked up in chests, and on their departure on being set on shore to be returned to them

ARTICLE 10.

The European officers, non-commissioned and privates of the battalion of Dutch troops and the detachment of the Wirtemberg regiment doing duty with it, as well as the artillery and seamen, shall be transported in English ships from hence to Europe or Batavia, according to their choice, with permission to carry along with them their women, children, necessary servants, and baggage. None of the officers, however, shall be removed from hence against their will, as many of them are married and have their property here, and in case of any of them wishing to depart, time shall be allowed them to arrange their affairs, to go where they please upon their parole of honor not to serve in this war against England until they shall be exchanged.

ARTICLE 11.

As there are some native born French in garrison, they shall be transported to the French islands if they choose it.

ARTICLE 12

The Malays that do not choose to remain here shall be transported in English ships with their women and children to the island of Java

ANSWER.

The European officers, non-commissioned officers, and privates, as well of the Dutch battalion as of the regiment of Wirtemberg, the artillery, engineers, and marine, must be considered as prisoners of war, and as such they will be treated with that attention which the British Government has ever shown to those whom the fortune of war has placed in its power. The whole shall be sent to Madras. Such of the officers as desire to return to Ceylon for the reasons mentioned in this Article will have permission to do so on giving their parole of honour not to serve during the present war against the English. Those who may desire to return to Europe shall be permitted to do so on the same conditions, but without any claim on the British Government for pay or allowances of any description.

ANSWER

The French of the garrison will be considered as prisoners of war and sent to Madras.

ANSWER.

The Malay troops shall be sent from hence with their wives and children to Tutocoria, and from thence by easy marches to Madras. They shall be subsisted while they remain prisoners, and if not taken into the British service, shall, at a

convenient time, be sent to the island of Java at the expense of the British Government.

ARTICLE 13.

These transportations shall take place at the expense of the English, and until that time the military, Europeans as well as Malays, shall continue to enjoy their pay and emoluments as was customary in the Company's service. None of the military shall be forced or even persuaded to enter into the service of His Majesty or the Honourable English Company.

ANSWER.

The military officers, European and Native, shall receive the pay allowed to them in the Dutch service. The non-commissioned and privates will be subsisted according to the regulations of the British Government for prisoners of war. None shall be forced to enter the service of Great Britain against their consent.

ARTICLE 14

The sepoys and Moormen in the service shall have liberty to return to their birth-place.

ANSWER

Granted.

ARTICLE 15

That the Company shall not

ANSWER

Granted.

Like up arms for its defence, it shall not tend to prejudice those people.

ARTICLE 16

Governor Van Angelbeck, the commander of Galle Fretz, and all the other political or commercial servants not required in their official capacities for the purpose mentioned in Article 3, shall have permission to remain as private individuals at Colombo, Galle or other place on the island, or to betake themselves elsewhere. In the first case a reasonable means of subsistence shall be allowed to each according to his rank. In the last they shall be permitted to carry their effects along with them, without payments of any tax or duty whatever, but then all allowances to cease.

ANSWER.

Granted, with this exception that as the commanders of the British forces before Colombo are not authorized to grant the subsistence required, this subject must be referred to the decision of the Government of Fort St. George.

ARTICLE 17.

The respective Vendue Masters here and at Galle shall be maintained during the collection of the outstanding balances in right of the preference granted those people by the Company

ANSWER.

Granted for all balances now outstanding

ARTICLE 18

The clergy and other ecclesiastical servants shall continue in their functions, and receive the same pay and emoluments as they had from the Company.

ANSWER.

Granted under the same exception annexed to the 16th Article

ARTICLE 19

The citizens and other inhabitants shall be allowed to follow their employments, and enjoy all liberties and privileges as the subjects of His Majesty

ANSWER

Granted

ARTICLE 20

The native servants in the different departments shall be continued in their employments during their good behaviour

ANSWER

Granted, subject to such regulations as the British Government may hereafter judge necessary

ARTICLE 21.

The eastern Princes, Tammogoms, and other men of rank here as State prisoners, and who receive a monthly subsistence, shall continue to receive it according to the list which shall be delivered

ANSWER.

Granted, while they remain in Ceylon

ARTICLE 22

All notarial papers, such as wills, bills of purchase and sale, obligations, security, bonds, etc., shall continue in force, and the registers of them be preserved by commissaries appointed on both sides for that purpose

ANSWER.

Granted

ARTICLE 23

All civil suits depending in the council of justice shall be decided by the same council according to our laws

ANSWER

Granted But they must be decided in twelve months from this date

ARTICLE 24

The deserters who are here shall be pardoned

ANSWER

All deserters from the English service must be unconditionally given up

ARTICLE 25.

The above Articles of capitulation shall be faithfully fulfilled and confirmed by the signature of the officers commanding His Majesty's sea and land forces Colonel James Stuart and Captain Allan Hyde Gardner, and in case of anything appearing obscure, it shall be faithfully cleared up, and if any doubts should arise, it shall be construed for the benefit of the besieged.

ANSWER.

Granted.

ARTICE 26, BY MAJOR AGNEW

The garrison shall march out agreeably to the 9th Article at 10 o'clock to-morrow morning, when the gate of Delft shall be delivered to a detachment of the British troops. The Governor, Van Angelbeck, will order an officer to point out the powder magazines, posts, and public stores, that guards may be placed for their security and the preservation of order in the garrison.

Done in Colombo, this 15th day of February 1796.

(Sd) J. G. VAN ANGELBECK.

(Sd) P. A. AGNEW,

Adjutant-General.

No LXXV

ARTICLES of CONVENTION entered into between HIS HIGHNESS PRINCE MOOTOO SAMY, on the one part, and HIS EXCELLENCY FRÉDERIC NORTH, GOVERNOR, CAPTAIN GENERAL and COMMANDER-IN CHIEF in and over the BRITISH settlements on the island of CEYLON, on the other part, for the attainment of the just objects of the present war, the speedy restoration of peace, and the general security and happiness of the inhabitants of this island—4th May 1803.

1st —The British Government in Ceylon agrees to deliver over to Prince Mootoo Samy the town of Kandy and all the possessions dependent on the crown of Kandy now occupied by the British arms, excepting the province of the seven Corles, the two hill forts of Geriagamme and Gallegedereh, and a line of land not exceeding in breadth the half of a Cingalese Camonchy, across the Kandian territories, for the purpose of making a direct road from Colombo to Trincomali, which road shall not pass through the district known by the name of the Gravets of the town of Kandy, which aforesaid province, forts and line of land Prince Mootoo Samy hereby solemnly agrees to cede in full sovereignty to His Britannic Majesty for ever

2nd — Prince Mootoo Samy further engages that he will consider the enemies of His Britannic Majesty's Imperial Crown as his own enemies, and that he will not, directly or indirectly, enter into any Treaty or negotiation with any Prince or State without the consent of His said Britannic Majesty, or of the Governor of his settlements in Ceylon for the time being

3rd.—As Prince Mootoo Samy is undoubted heir to the last lawful King of Kandy, the British Government will recognize him as King of Kandy, as soon as he shall have taken upon himself that title with the usual solemnities and ratified the present convention. And in case the said Prince should require an auxiliary force to maintain his authority, the British Government shall afford him troops, the expense of such troops, during their employment in the service of the said Prince, being to be defrayed by him at a rate to be agreed upon.

4th —It is mutually agreed that all duties on the common frontier shall be abolished, and none established except by mutual consent

5th.—It is agreed by Prince Mootoo Samy, that all Malays now resident in the Kandian territories shall be sent with their families into the British territories, and that no person shall be permitted to remain in the said territories who has not obtained a license from the British authorities to do so. Any person who shall be found committing crimes within the Kandian territories shall be sent to the British territories for trial.

mitted
 t all natives of Ceylon or of India, except
 the last Article, shall be subject to [the
 where the offence may have been com-

7th —Prince Mootoo Samy promises and agrees that he will protect to the utmost of his power the monopoly of cinnamon enjoyed by the British Government, that he will allow the cinnamon peelers belonging to the said British Government to gather cinnamon in his territories to the west of the Balany Kandy, and that he will furnish as much cinnamon as may be required at the price of forty Rix Dollars per bale of eighty pounds

8th —Prince Mootoo Samy also engages to permit persons duly authorized by the British Government to cut wood in all his forests

9th —The said Prince also engages not to prohibit, either directly or indirectly, the exportation of paddy, grain and areka nut from his territories without consent of the British Government

10th —Prince Mootoo Samy furthermore engages to give a safe conduct to the Prince lately on the throne to retire into British territories with his family, and to allow him a certain sum for his maintenance which shall be agreed upon hereafter by the parties to these Articles, provided it be not less than five hundred Rix Dollars per mensem during the term of his natural life

11th —And for the better re establishment of public tranquillity, Prince Mootoo Samy engages to allow such persons as have rendered themselves obnoxious to him by opposing his just claims to retire with their wives and families, money, jewels, and moveable property, into the British territory in Ceylon, there to remain unmolested

12th —It is moreover stipulated that every encouragement shall be given by each party to the subjects of the other in prosecuting fair and lawful commerce

13th —The subjects of His Britannic Majesty, duly authorized by the British Government in Ceylon, shall have liberty to travel with their merchandize throughout the Kandian territories, to build houses, and purchase and sell their goods without let or hindrance

14th —The subjects of the Crown of Kandy shall, on the other hand, be allowed to settle and carry on trade in the British settlements in Ceylon, and to purchase and send into Kandy all merchandizes, salt, salt fish, etc., on the same terms with the native subjects of His Britannic Majesty

15th —The British Government shall be allowed to examine the rivers and watercourses in the Kandian territories, and shall be assisted by the Kandian Government in rendering them navigable for the purposes of trade and the mutual advantage of both countries

16th —For the more perfect maintenance of these Articles, and of good
 parties, Prince Mootoo
 of the British Govern-
 ment, to reside at the court

of Kandy, and be received and protected with the honors due to his public rank and character.

17th—These Articles, being agreed upon between Prince Mootoo Samy and the Governor of the British settlements in Ceylon, shall be immediately transmitted to His Britannic Majesty for his royal confirmation, and shall, in the mean time, be acted upon with good faith by both the contracting parties according to their true intent and meaning.

(Sd) FREDERIC NORTH.

„ MOOTOO SAMY
(in Cingalese)

ADDITIONAL ARTICLES by which the ADIGAR agrees to the accompanying CONVENTION.

A convention having been entered into between the British Government of Ceylon and His Majesty the King of the Kingdom of Siam, and Pilámé Tláwé, first Adigar of the said King, the said King and the other nobles of the court agree

On condition that His Majesty King Mootoo Samy deliver over the administration of the provinces belonging to the Crown of Kandy to the aforesaid Pilāmé Tilāwé, with the title of Ootoon Homarayen (or Grano Prince) during the term of his natural life, and continue to reside and hold his court at Juffupatam, or in such other part of the British territories in Ceylon as may be agreed on between His said Majesty and the British Government.

by His Majesty with the British Government.

And for the better security of the payment of the sums stipulated to be paid to King Mootoo Samy, as well as to the King lately on the throne of Kandy, the said Pilámé Tiláwé agrees to deliver to the British Government at Colombo, in the course of every year, the amount of twenty thousand ammonams of nuts at the rate of one nut to the agn of one annam, or in coined copper to that amount, or in such other articles as may be agreed on between the parties.

And the British Government will, in that case, charge itself with the payment of the allowances stipulated for both those Princes.

And the Adigar Pilámé Tiláwé agrees to cede in perpetuity to the British Government the place called Elvele (or Elvele), now called fort Geriagamme, which the British Government

And it is still further agreed upon that all the Princes and Princesses of royal family now in confinement shall be immediately set at liberty, and allowed to settle, with their personal property, wherever they choose, and that a general amnesty and pardon shall be observed on both sides, as well towards those who have opposed, as towards those who have supported the claims of King Mootoo Samy, in the late or any former contest.

And it is hereby agreed by His Majesty King Mootoo Samy, on his part, by His Excellency Frederic North, Governor of the British possessions in Ceylon, on the part of his Government, and by the most illustrious Lord Pilámé Tiláwé, first Adigar, on his part, and on that of the second Adigar and principal nobles of the Court, that the Articles above agreed upon shall be carried into effect fully and completely, as soon as the Prince lately on the throne of Kandy shall be delivered in the hands of the British Government, and that till then a perfect truce and cessation of hostilities shall continue between all the contracting parties.

And the said contracting parties have in faith thereof set to the said Articles their seals, and signed them with their names respectively.

DOMBADEMA,	}	(Sd.)	FREDERIC NORTH.
4th May 1803.		„	PILÁMÉ 'TILÁWÉ (<i>in Cingalese</i>).

No. LXXVI

1815.

At a Convention held on the second day of March, in the year of Christ 1815, and the Cingalese year 1736, at the place in the city of Kandy, between His Excellency Lieutenant-General Robert Brownrigg Governor and Commander-in-Chief in and over the British settlements and territories in the island of Ceylon, acting in the name and on behalf of His Majesty George the Third, King, and his Royal Highness George Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, on the one part, and the Adigars, Dessaves, and other principal Chiefs of the Kandian provinces, on behalf of the inhabitants, and in presence of the Mohottales, Coraals, Vidaans, and other subordinate headmen from the several provinces and of the people then and there assembled, on the other part, it is agreed and established as follows —

1. That the cruelties and oppressions of the Malabar ruler in the arbitrary and unjust infliction of bodily tortures, and the pains of death without trial, and sometimes without an accusation or the possibility of a crime,

of his subjects, and of that good faith which might obtain a beneficial intercourse with the neighbouring settlements

2. That the Rajah Sree Wikrema Rajah Singha, by the habitual violation of the laws of the British Government, forfeited all claims declared fallen and es, whether in the line of blood, are also for ever excluded from the throne, and all claim and title of the Malabar race to the dominion of the Kandian provinces is abolished and extinguished

3 That all male persons, being or pretending to be relations of the late Rajah Sree Wikrema Rajah Singh, either by affinity or blood, and whether in the ascending, descending, or collateral line, are hereby declared enemies to the Government of the Kandian provinces, and excluded and prohibited from entering those provinces on any pretence whatever, without a written permission for that purpose by the authority of the British Government, under the pains and penalties of martial law, which is hereby declared to be in force for that purpose, and all male persons of the Malabar caste now expelled from the said provinces are, under the same penalties prohibited from returning, except with the permission before mentioned

4 The dominion of the Kandian provinces is vested in the sovereign of the British Empire and to be exercised through the Governors or Lieutenant-Governors of Ceylon for the time being, and their accredited agents, saving to the Adigars, Dessaves, Mobottales, Coraals, Vidians, and all other chief and subordinate native headmen lawfully appointed by authority of the British Government the rights, privileges, and powers of their respective offices, and to all classes of the people the safety of their persons and property with their civil rights and immunities according to the laws, institutions, and customs established and in force amongst them

5 The religion of Budhoo, professed by the Chiefs and inhabitants of these provinces, is declared inviolable, and its rights, ministers, and places of worship are to be maintained and protected

6 Every species of bodily torture, and all mutilation of limb, member or organ, are prohibited and abolished

7. No sentence of death can be carried into execution against any inhabitant except by the written warrant of the British Governor or Lieutenant-Governor for the time being, founded on a report of the case made to him through the accredited agent or agents of the Government resident in the interior, in whose presence all trials for capital offences are to take place

8 Subject to these conditions, the administration of civil and criminal justice, and police over the Kandian inhabitants of the said provinces, is to be by the ordinary authorities, not to redress grievances and or general, where such inter-

position shall become necessary

9 Over all other persons, civil or military, residing in or resorting to these provinces, not being Kandians, civil and criminal justice, together with

police, shall, until the pleasure of His Majesty's Government in England may be otherwise declared, be administered in manner following —

First — officers, soldiers, discipline, shall be tried by special commissions to be issued from time to time by the Governor for that purpose, provided always, as to such charges of murder wherein any British subject may be defendant, who might be tried for the same by the laws of the United Kingdom of Great Britain and Ireland, in force for the trial of offences committed by British subjects in foreign parts, no such British subjects shall be tried on any charge of murder alleged to have been perpetrated in the Kandian provinces, otherwise than by virtue of such laws of the United Kingdom

Secondly — Commissioned or non-commissioned military officers, soldiers, or followers of the army usually held amenable to military discipline, shall in all civil and criminal cases wherein they be defendants, be liable to the laws, regulations and customs of war, reserving to the Governor and Commander-in-Chief in all cases falling under this ninth article, an unlimited right of review over every proceeding, civil or military had by virtue thereof, and reserving also full power to make such particular provisions conformably to the general spirit of the said article, as may be found necessary to carry its principle into full effect

10 Provided always that the operation of the several preceding clauses shall not be contravened by the provisions of any temporary or partial proclamation published during the advance of the army, which provisions, in so far as incompatible with the said preceding articles, are hereby repealed

11 The royal dues and revenues of the Kandian provinces are to be managed and collected for His Majesty's use, and the support of the provincial establishment according to lawful custom, and under the direction and superintendence of the accredited agent or agents of the British Government

12 His Excellency do hereby command to the confirmation of the name and on behalf of these provinces as may facilitate the export of their products and improve the returns, whether in money or in salt, cloths, or other commodities useful and desirable to the inhabitants of the Kandian country

GOD SAVE THE KING

By His Excellency's command

(Sd) JAS SUTHERLAND,

Deputy Secretary

No LXXVII

PROCLAMATION by HIS EXCELLENCY LIEUTENANT-GENERAL SIR ROBERT BROWNRIGG, BARONET and KNIGHT GRAND CROSS of the MOST HONOURABLE MILITARY ORDER of the BATH, GOVERNOR and COMMANDER-IN-CHIEF in and over the BRITISH SETTLEMENTS and TERRITORIES in the ISLAND of CEYLON, with the DEPENDENCIES thereof—21st November 1818.

1. The Chiefs and people of the Kandian nation, no longer able to endure the cruelties and oppressions which the late King Sree Wikrema Rajah Singha tyrannically practised towards them, prayed assistance of the British Government for their relief, and a solemn act declared the late King deposed, and from, or in any manner related to his family, exercising royal authority within the Kandia, a solemn act ceded to the dominion of the British sovereign.

2 The exercise of power by the representatives of His Britannic Majesty, from the date of that convention (the 2nd March 1815) till the hour that insurrection broke out, in the month of October 1817, was marked with the greatest mildness and forbearance towards all classes, the strictest attention to the protection and maintenance of the rites, ministers, and places of worship of the religion of Budhoo, and a general deference to the opinions of the Chiefs who were considered as the persons best able, from their rank and knowledge, to aid the Government in ensuring the happiness of the people. In assessing punishments, taxes or services for the people, was allowed to take place, over from any evil effects. In assessing punishments, not only even when a plot to subvert the Government was proved, the spirit which always characterizes the British rule was strongly to be contrasted with the ancient and frequent recurrence of capital executions, preceded by the most cruel and barbarous tortures.

3 Under this mild administration on the part of the British Government, the country appeared to rest in peace, cultivation was increased, and Divine Providence blessed the exertions of the labourers, and rewarded them by plenteous crops, yet all this time there were factions and intriguing spirits at work, seeking for an opportunity to subvert the Government, for no purpose but to assume to themselves absolute power over the lives and properties of the general mass of subjects, which, by the equal justice of British authority, were protected from their avarice or malicious cruelty.

4 These plotters against the State were found among the very persons who had been restored to honours and security by the sole intervention of British power, and the opportunity of raising disturbance was chosen when, relying on the merited gratitude of all orders of the Kandian nation, the Government had diminished the number of troops, and the insurgent leaders, unconscious or forgetful of the extensive resources of the British Empire, thought, in setting up the standard of rebellion, as easily to effect their purpose of expelling the English from the country, as the people had been deluded to prostrate before the phanton whose pretensions they espoused merely to cover their own ambitious views of subjecting the nation to their arbitrary will.

5. After more than a year of conflict, which has created misery and brought destruction on many, the efforts of the British Government and the bravery of His Majesty's troops have made manifest to the Kandians the folly of resistance, and that in the Government alone resides the power of protecting them in the enjoyment of happiness. The flimsy veil which the rebel Chiefs threw over their ambitious designs was torn aside by themselves, and the pageant, whom the people were called to recognize as the descendant of the gods, exposed as the offspring of a poor Cingalese empyre.

6 After such a display to the public of depraved artifice and injurious and unfeeling deception, the Government might reasonably hope that a sense of the misery brought on them by delusion should prevent the great body of the people from listening to any one who should attempt in future to seduce them into rebellion against its beneficent rule. But it is also incumbent on it, from a consideration of the circumstances which have passed, and the evil consequences which have ensued on the blind obedience which the people have thought due to their Chiefs, instead of to the sovereign of the country, to reform, by its inherent right, such parts of the practice of administration, as, by occasioning the subject to lose sight of the Majesty of the royal government, made him feel wholly dependent on the power of the various Chiefs, which, to be legal, could only be derived to them by delegation from the sovereign authority of the country.

7. His Excellency the Governor, therefore, now calls to the mind of every person and of every class within these settlements, that the sovereign Majesty of the King of Great Britain and Ireland, exercised by his representative the Governor of Ceylon and his Agents in the Kandian provinces, is the source alone from which all power emanates, and to which obedience is due, that no Chief, who is not vested with authority or rank from this sovereign source, is entitled to obedience or respect; and that, without powers derived from Government, no one can exercise

jurisdiction of any kind, or inflict the slightest punishment, and, finally, that every Kandian, be he of the highest or lowest class, is secured in his life, liberty and property from encroachment of any kind, or by any person, and is only subject to the laws which will be administered according to the ancient and established usages of the country, and in such manner, and by such authorities and persons, as in the name and on the behalf of His Majesty is herein declared.

8 The general, executive, and judicial authority in the Kandian provinces is delegated by His Excellency to the Board of Commissioners, and, under their general superintendence, to resident agents of Government in such Dessavonies of the said provinces in which it may please His Excellency to place such Agents, with more or less authority or jurisdiction, as by their several instructions may be vested in them, and of which the present disposition and arrangement is hereinafter contained

9. The Adigars, Dessaves, and all other Chiefs and inferior headmen shall perform duty to Government under the orders of the said Board of Commissioners and British Agents

10. No person shall be considered entitled to execute office, either of the higher or lower class of headmen, unless thereto appointed by a written instrument, signed, in respect to superior Chiefs, by His Excellency the Governor, and for inferior headmen, by the Honourable the Resident, or provisionally, by any Agent of Government thereto duly authorized, excepting in certain villages or departments which will be allotted for personal services to the Dessaves, in which the Dessave shall, as before, have the sole privilege of making appointments

11. Honours shall be paid to all classes of Chiefs entitled to the same under the former Government, in so far as the same is consistent with the abolition, which the British Government is resolved to effect, of all degrading forms whereto both Chiefs and people were subjected

Prostrations abolished

Governor, are henceforth positively, as they were before virtually and in fact, abolished, and the necessity which existed that Chiefs or others, coming into the presence of the sovereign authority should remain on their knees, is also abrogated, but all Chiefs and other persons coming before, meeting or passing any British officers, civil or military, of rank and authority in the island of Ceylon, shall give up the middle of the road, and, if sitting, rise and make a suitable obeisance, which will be always duly acknowledged and returned.

12. It is also in this respect directed, that on entering the hall of audience every person shall make obeisance to the portrait of His Majesty there suspended, and as well there as in any other court of justice to the presiding authority and it is further directed that when His Excellency the Governor, and His Britannic Majesty's representatives, travels, he shall be attended by all the persons in office belonging to each province, in manner as they attended the former Kings of Kandy, except that the

Attendance on the Governor in travelling

Mahavillaganaga, within that when any of the prisoners for the Kandian

Attendance on other officers of Government travelling on duty provinces, or the commanding officer of the troops in the Kandian provinces, travel into any province on duty, they be met and attended in such province in the same manner as the great Dessaves were and are to be attended in their provinces, likewise, the Resident, agents, and the officers commanding the troops in each province, are, in their provinces, to be similarly attended and receive like honours

13 The Chiefs holding the high offices of first and second Adigars will be received by all sentries, whom they may pass in the day, with carried arms, and by all soldiers on duty, or other Europeans, or persons of European extraction, by touching their caps or taking off their hats, and by all natives, whether Kandians or not, by rising from their seats, leaving the middle of the street clear, and bowing to the Adigars as they pass, and to all other Dessaves and other Chiefs, all natives coming into their presence, meeting or passing them, are to make a proper inclination of the body in acknowledgment of their rank

14 The Adigars, Dessaves, and other Chiefs shall further be entitled to proper attendance of persons of the different departments, in such numbers as shall be determined by His Excellency on the report of the Board of Commissioners, provided that, where such persons are not belonging to the villages or departments allotted to the Adigar or Dessaves, the application for their attendance, when required, must be made to the Resident in Kandy, or to the Agents of Government in the provinces in which such agents may be stationed

15 The persons entitled to sit in the hall of audience, or in the presence of the agents of Government, are those Chiefs only who bear commissions signed by the Governor, or to whom special license may be by the same authority be given to that effect. Of these, only the two Adigars, or persons having the Governor's letter of license, can sit on chairs, the others on benches covered with mats of different heights according to their relative ranks, in the courts hereinafter mentioned

Persons entitled to sit in hall of audience or in presence of British agents.

of the agents of Government when the assessors are Mohottales or Corls, they may sit on mats on the ground.

16. As well the priests as all the ceremonies and processions of the Budhoo religion shall receive the respect which in former times was shown them; at the same time it is in no wise to be understood that the protection of Government is to be denied to the peaceable exercise by all other persons of the religion which they respectively profess, or to the erection, under due license from His Excellency, of places of worship in proper situations

Respects to priests and processions of Budhoo religion.

General protection to all other religions

Erection of places of worship under the Governor's license

17. The Governor abolished

Fees on appointments abolished, except in temple villages

ation of the Dewenileme or Basnaikenilemes appointed by the Governor, the Dewenileme or the Basnaikenileme receiving the usual fee Also all duties payable heretofore to the Gobbedawas, are abolished, save and except that now declared and enacted being a tax on all paddy-lands of a portion of the annual produce, under the following modifications and exceptions, and according to the following rates.

All taxes and duties abolished whatsoever, are abolished, save and except that now declared and enacted being a tax on all paddy-lands of a portion of the annual produce, under the following modifications and exceptions, and according to the following rates.

Except a general tax on paddy-land of a portion of the produce

18. The general assessment of tax on the entire paddy-lands of the Kandian provinces is fixed at one-tenth of the annual produce, to be delivered by the proprietor or cultivator at such convenient store-house in every province or sub-division of a province, as shall be, with due regard to the interests of the subject, appointed by or under the instructions of the revenue agent

General rate of tax fixed at one tenth of the annual produce

19. To mark the just sense which His Excellency has of the loyalty and good conduct of the Chiefs and people of Oodanoora, the four Corls, the three Corls, and the following Corls of Saffragam, to wit, Koorowiti Corl, Nawadoon Corl, Colonna Corl, Kukula Corl, Atakalan Corl, the Uduwak Gampaha of Kadewatte Corl, the Medde Corl, except the villages Udagamme, Gonilaude, Kolutotte, Goltette, Mollemore, Piengira, and Mul-

In certain districts which have stood firm in loyalty, the tax reduced to one fourteenth

the following Corls of Saffragam, to wit, Koorowiti Corl, Nawadoon Corl, Colonna Corl, Kukula Corl, Atakalan Corl, the Uduwak Gampaha of Kadewatte Corl, the Medde Corl, except the villages Udagamme, Gonilaude, Kolutotte, Goltette, Mollemore, Piengira, and Mul-

in the Oodoo- of taxation in the provinces or Corls shall only be one-fourteenth part of the annual produce.

20. But, on the contrary, that it may be known that persons who are

All lands forfeited in rebellion, and which may be restored to the former owners, to pay one fifth

leaders in revolt or disobedience shall meet punishment, all lands which may have been declared forfeited by the misconduct of the proprietors, shall, if by the mercy of Government be restored to the former owners, pay a tax one-fifth of the annual produce.

21. The Governor, desirous of showing the adherence of Government to its stipulations in favour of the religion of the

Temple lands exempted from taxation

people, exempts all lands, which now are the property of temples, from all taxation whatever, but, as certain inhabitants of those villages are liable to perform fixed

Reservation of gratuitous service from certain inhabitants of temple villages

gratuitous services also to the Crown, this obligation is to continue unaffected.

22. All lands now belonging to the following Chiefs, whose loyalty

Lands belonging to certain loyal Chiefs exempted from tax

and adherence to the lawful government merits favor, viz.—

Mollegodde Mahanileme

Mollegodde Nileme,

Ratwatte Nileme

Kadoogamoone Nileme,

Dehigamme Nileme

Mulligamme Nileme lately Dessave of

Welasse,

Eknilligodde Nileme,

Mahawalletene Nileme,

Doloswalle Nileme

Eheyleyagodde Nileme,

Katugaha the elder,

Katugaha the younger,

Damboolane Nileme,

Godeagedere Nileme

Gonegodde Nileme, formerly Adikaran of Bintenne,

shall be free of duty during their lives, and that their heirs shall enjoy the same free of duty, excepting with regard to such as paid pingo duty which shall now and hereafter pay one tenth to the Government of the annual produce, unless when exempted under the next clause.

23. All lands belonging to the Chiefs holding offices, either of the

Lands of Chiefs holding office exempted during the continuance in office

superior or inferior class, and of inferior headmen, shall, during the time they are in office, be free of duty.

24 All lands belonging to persons of the castes or departments allotted

Lands of cinnamon peelers exempted from taxation

are bound to cultivate or

Also of cultivators of royal lands.

Dessaves by the Board of

Also of attendants allotted to Dessaves, Katipurule, and Attepattoo people

to exact or receive fees or fines of any kind when sent on public duty, which they are required to perform expeditiously and impartially.

to the cutting of cinnamon, shall be free of duty also lands held by persons, for which they aid in the culture of the royal lands, and also the lands of such persons who may be allotted to the performance of personal service to the Commissioners, and of those who perform Katipurule or Attepattoo service gratuitously, it being well understood that the persons last mentioned have no right or authority whatever to exact or receive fees or fines of any kind when sent on public duty, which they are required to perform expeditiously and impartially.

25. The vèddas who possess no paddy lands shall continue to deliver to Vèddas to continue tribute of wax Government the usual tribute in wax

26 All presents to the Governor, or other British authorities, are strictly prohibited In travelling, every officer, civil or military, chiefs, detachments of troops, or other servants of Government, on notice being given of their intended march or movement, are to be supplied with the provisions of the country in reasonable quantity, and on payment being made for the same at the current price

Provisions to British officers
Chiefs troops or other servants of
Government travelling to be fur-
nished for payment

27 All fees on hearing of cases to Dessaves or others, except as hereafter mentioned, which are for the benefit of Govern-
ment, shall be and are abolished

Fees on hearing cases abolished

28. The services of the Adigars, Dessaves, and other superior Chiefs to Government shall be compensated by fixed monthly salaries, in addition to the exemption of their lands from taxation.

Remuneration for service of
superior Chiefs

29 The services of the inferior Chiefs shall be compensated as above by exemption from taxation, and that they also receive one twentieth part of the revenue paddy which they shall collect from the people under them, to be allotted in such portion as the Board of Commissioners shall, under the authority of Government, regulate.

Remuneration to inferior Chiefs

30. All persons shall be liable to service for Government on the requisition of the Board of Commissioners and agent of Government, according to their former customs and families, or tenure of their lands on payment being made for their labour, it being well understood that the Board of Commissioners under His Excellency's authority, may commute such des-

it usefully applicable to provided further, that payment for the service persons allotted to the

Dessave's service, and also for the service to Government of certain persons of the temple villages and in part for those which cut cinnamon, and also ing up and repairing ling on the districts and that the attend-bound to give, be con-washerman also shall e Chiefs gratuitously. out the country shall

Kadawettes, and services attend-
ant, abolished

be from henceforward discontinued and removed, and the establishments belonging to them for their maintenance and defence abolished, the services of the persons usually employed therein being applied to such other more beneficial purpose as the Board of Commissioners shall determine

32. And it being necessary to provide rules for the service of certain

Rules for service of kunama-duwe talpata veduna karias, and pandan karias

persons who were to perform duty to the person of the King of Kandy, viz, the kunama duwe, or palinquin bearers, the talpataweduna karias, or talpat bearers, and pandan karias, or torch-bearers, it is ordered by the Governor, that such persons being paid for the same shall be bound to serve in their respective capacities the Governor, the members of His Majesty's Council, any general officer on the staff of this army, the Commissioners for Kandian affairs, the secretary for the Kandian provinces, and the officer commanding the troops in the interior.

33 And for ensuring the due execution of all the above ordinance

Powers of agents of Government to punish neglect of duty

relative to the collection of the revenue and performance of public duty by all Chiefs and others His Excellency empowers and directs that the Board of Commissioners in Kandy collectively or in their several departments and the agents of Government in the provinces shall punish all disobedience and neglect by suspension or dismissal from office, fine or imprisonment, as particular cases may require and deserve, provided that no person holding the Governor's commission may be absolutely dismissed, but by the same authority, and no other Chief but by the authority of the Honourable the Resident, but as well the commissioners as other agents, duly authorized by instructions from the Governor, may suspend Chiefs of the superior or inferior order, on their responsibility, for disobedience or neglect of the orders or interest of Government, reporting immediately, as the case may require, to the Governor or the Resident, their proceedings for approval or reversal

34 And in order that justice may be duly, promptly, and impartially

Details of judicial administrations in cases wherein Kandians are defendants

administered throughout the Kandian provinces to all classes, His Excellency the Governor is pleased to declare his pleasure to be touching the same, and to delegate and assign the following jurisdiction to the public officers of Government for hearing and determining cases wherein Kandians are concerned as defendants, either civil or criminal

35 Every agent of Government shall have power and jurisdiction to

Powers of agents of Government sitting alone

hear and determine alone civil cases wherein the object of dispute shall not be land and shall not exceed in value fifty Rix Dollars, and also criminal cases of inferior description, such as common assaults, petty thefts, and breaches of the peace, with power of awarding punishment, not exceeding a fine of Rix

Dollars twenty . . .

In civil cases. . .

which terms of imprisonment and fine such agents are also limited in punishing neglects or disobedience of orders, according to the provisions above detailed

36 The second or Judicial Commissioner shall, sitting alone, have

Powers of Judicial Commissioners sitting alone.

power to hear and determine civil cases wherein the object in dispute shall not be land, and shall not exceed Rix Dollars one hundred in

value, and also criminal cases of inferior description, with powers of punishment as in the last clause conferred on agents of Government

37 The second or Judicial Commissioner, and such agents of Govern-

Courts to be held by Judicial Commissioners and agents duly authorized to consist of themselves and two Kandian assessors to try all civil cases and all criminal cases, except treason, murder, and homicide

ment in the provinces to whom the Governor shall delegate the same by his instructions, shall hold at Kandy and in the provinces a court for the trial of all other civil cases, and of criminal cases, excepting treason, murder, or homicide, with powers, in criminal matters, to assess any punishment short of death or

mutilation of limbs or member which court shall consist, in Kandy, of the second Commissioner and two or more Chiefs, and in the provinces, of the agent of Government, and one or more Dessaves of the province, and one or more Mohottales or principal Corls so as there shall be at least two Kandian assessors, or two Mohottales or Corls, where no Dessave can attend.

38 The decisions of the courts in the provinces shall be by the agent

Mode of decision in courts of agent of Government.

of Government, the Kandian assessors giving their advice, and where the opinion of the majority of such assessors differs from the

opinion of the agent of Government, there shall be no immediate decision, but the proceedings shall be transferred to the court of the second Commissioner, who may either decide on the proceedings had in the original court, or send to for the parties and witnesses, and re-hear the case or take or order the agent to take further evidence, and shall decide the same.

39. Appeals also shall lie from the decisions of such agents to the court

Appeals to Judicial Commissioner

aforsaid of the second Commissioner, in civil cases, if the appeal is entered before the agent in ten days from his decree and the object in

dispute be either land or personal property exceeding Six Dollars one hundred

and fifty, the proceedings be may proceed in

But appeals also may be allowed upon order of the Governor or the Board of Commissioners, although not entered in ten days, if application is made in a year

40 The decisions in the court of the second Commissioner shall be by

Mode of decision in court of Judicial Commissioner

the said Commissioner, the Kandian assessors giving their advice, and if the opinion of the majority of such assessors shall be different

from that of the second Commissioner, the case, whether originally instituted

Reference in certain cases through the Board of Commissioners to the Governor

or in appeal, or reference from the agent of Government, shall be transferred to the collective Board, and by them reported on to His Excellency the Governor, whose decision thereon

shall be conclusive and without appeal, but that in civil cases decided by second Commissioner, either in original or brought before him by appeal or references,

Appeals to the Governor

appeal shall lie to the Governor if entered before the second Commissioner in ten days from his decree, and if the object in dispute be either land or personal property, exceeding in value one hundred and fifty Rix Dollars, in which case execution of the decree shall be stayed, and the proceedings be transmitted to the Governor. But appeal may be allowed by order of the Governor, on application, within one year from the date of the decree.

41. Appeals to the Governor will be disposed of by His Excellency in correspondence with the Board of Commissioners according to justice

Disposal of appeals by the Governor

42 In criminal cases no sentence, either by the second Commissioner or the agents of Government, shall be carried into effect if it awards corporal punishment exceeding one hundred lashes, imprisonment with or without chains or labour exceeding four months or fine exceeding fifty Rix Dollars, unless after reference to the Governor through the Board of Commissioners, which will report on the case and sentence, and after His Excellency's confirmation of such sentence

Limitation as to execution of sentences in criminal cases

43 The Honourable the Resident may, when he thinks needful, assist and preside in the court of the Judicial Commissioner, and that the Resident may also hold a court for hearing cases, to consist of himself and two Kandian Chiefs or assessors, under the provisions respecting references, and appeals, and limitation of execution of sentences in criminal cases, prescribed to the Judicial Commissioner, and to preserve regularity the records of such the Resident's judicial proceedings in each case shall be deposited with the Judicial Commissioner on the conclusion of the same

The Resident may preside in court of Judicial Commissioner or hold a separate court

44 In all cases of treason, murder, or homicide, the trial shall be before the courts of the Resident or of the second Commissioner and his Kandian assessors, whose opinion as to the guilt of the defendant, and the sentence to be passed on any one convicted, is to be reported, through the Board of Commissioners, with their opinion also, to His Excellency the Governor for his determination.

Mode of proceeding in cases of treason, murder or homicide

45 All cases, criminal or civil, in which a superior Chief is defendant, shall be originally instituted and heard before the Resident or the second Commissioner, that all other cases shall be instituted before the jurisdiction in which the defendant resides. Provided, that in civil cases the plaintiff may appoint an attorney to prosecute in his behalf, as may the defendant to defend his case.

Jurisdiction where superior Chiefs are defendants reserved to second Commissioner

Jurisdiction in other cases.

46 In civil cases the losing party may be, by the second Commissioner or agent of Government, discretionally ordered to pay a sum to Government of one-twentieth part of the value of the object in dispute not exceeding in any case Rix Dollars fifty.

Assessment of fines in civil suits

47 The first and second Adigars shall and may execute civil jurisdiction over all Katipurules and their property, subject

Civil jurisdiction of first and second Adigars

to appeal to the second Commissioner, and also over such other persons and property as the Governor may, by special warrant, assign to the jurisdiction of either of these two great officers, subject to appeal as aforementioned, and that the second Commissioner, or any agent of Government, may refer cases for hearing, and report to him in his court to the Adigar, Dessaves, or Mohottales

48 The Adigars shall have jurisdiction to punish disobedience of their

Criminal jurisdiction of Adigars

orders, and petty offences, by inflicting corporal punishment not exceeding fifty strokes with the open hand, or twenty five with a rattan, on the back, or by awarding imprisonment for a term not exceeding fourteen days.

49 The Dessaves or Chiefs holding the Governor's commission may also

Of Dessaves

punish offences by corporal punishment not exceeding twenty five strokes with the open hand and by imprisonment for a term not exceeding seven days, and similarly the

Of Mohottales and Corls

principal Mohottales, Lieunerales, and Corls, being in office, may inflict corporal punishment for offences on persons over whom they might have exercised such jurisdiction under the former Government, not exceeding ten strokes with the open hand, and may imprison such persons for a term not exceeding three days, provided that the several persons on whom the above power is exercised shall be duly and lawfully subject to the orders of such Adigar, Dessave, Chief, Mohottale, Lieunerales, or Corl, and that no such power shall be exercised on persons holding office, or on persons of the low country, foreigners, or on Moormen of the Kandian provinces, and provided that in all cases where imprisonment is awarded for a term exceeding three days, the prisoner be sent, with a note of the sentence, to the second Commissioner or the nearest agent of Government to be confined

50 To ensure a due and uniform administration of justice, it is declared

Mode of receiving evidence and administering oath to Pagans

and enacted by His Excellency that all evidence before the Resident, the second Commissioner,

or other agent of Government, in a civil or criminal case, shall be taken on oath, which oath, in the case of Kandian or Hindoo witnesses, shall be administered after the evidence is taken (the witness being previously warned that such will be the case), at the nearest dewale, before a Commissioner or Commissioners ordered by the court to see that the witness declares solemnly that the evidence he has given is the truth, the whole truth, and nothing but the truth, that no exemption can lie to this mode of giving evidence, except when Buddhist priests are examined, and that every person except a priest giving evidence, must stand while he delivers it

51 The people of the low country, and foreigners coming into the

Jurisdiction over foreigners

Kandian provinces, shall continue subject to the civil and criminal jurisdiction of the agents of Government alone, with such extension as His Excellency may, by special additional instructions vest in such agents and under the limitation as to execution of sentences in criminal cases hereinbefore provided as to Kandians,

in the 42nd clause, until reference to the Governor through the Board of Commissioners, excepting in cases of treason, murder, and homicide, in which such persons shall be subject to the same jurisdiction now provided for Kandians;

And over Kandian Moormen

and that the same line shall be pursued in cases wherein a Kandian Moorman shall be defendant

52. And His Excellency the Governor takes this occasion to confirm the

Confirmation of privileges of Moormen

provisions of his proclamation of the 2nd March 1818 respecting the Moormen; but to explain that they are nevertheless, when living in the villages wherein also Kandians reside, to obey the orders of the Kandian Chief or headman of the village, on pain of punishment by the agent of Government for disobedience, notwithstanding anything in the said proclamation contained.

53. According to such known rules justice will be accessible to every

E
Boa

to and ensure the execution of public duties, His Excellency is pleased to assign to the immediate control and exercise of jurisdiction of the Board of Com-

the four Corls, Matele, Oodapalata, in-
ora, Yatenoora, Tumpanne, Harrissipat-
the part of Wladana in the part of

Kuda and Oomaoya, and the Ho roole,

Pattons of Nuwera Kalawiye, in all wh

collection of revenues will be made by the Commissioners of the Board, but in

Agents of Government to hear
minor cases in four Corls and Ma-
tele

those limits there will be besides two agents of Government to hear minor cases at Attapittua in the four Corls, and at Naleude in Matele

54 There will be an agent of Government resident in Ouva, to whose

Powers of Agent of Government
in Ouva

immediate jurisdiction are assigned the provin-
ces of Ouva, Wellasse, Bentenne, Weveloowa
and the royal village of Madulla, all civil and
criminal cases will be heard by him, with the exceptions mentioned and under
the rules detailed above. He will give orders to collect revenue, perform
public service, suspend and punish headmen for disobedience, and exercise
general powers of Government in those limits, subject to the superintendence
of the Board of Commissioners.

55. Similarly, an agent of Government in the seven Corls will exercise

Similar in the seven Corls.

ment in Saffregam will perform like duties in that province; an agent of

Three Corls.

Of Collector of Trincomalee in
Tamaokadewe

jurisdiction over that province and the northern
part of Nuwera Kalawiye; an agent of Govern-
ment will reside in the three Corls with
like powers, and the Collector of Trincomalee
will hear all cases and collect the revenue, and
cause public service to be performed in the same
manner in Tamankadewe.

56. In all matters not provided for by this proclamation, or other proclamations heretofore promulgated by the authority of the British Government, His Excellency reserves to himself and his successors the power of reforming abuses, and making such provision as is necessary, beneficial or desirable. He also reserves full power to alter the present provisions as may appear hereafter necessary and expedient, and he requires, in His Majesty's name, all officers, civil and military, all Adigirs, Dessaves, and other Chiefs, and all other His Majesty's subjects, to be obedient, aiding and assisting in the execution of these or other his orders, as they shall answer the contrary at their peril.

Given at Kandy, in the said island of Ceylon this twenty first day of November one thousand eight hundred and eighteen

By His Excellency's Command,

(Sd) GEORGE LUSIGNAN,

Secretary for Indian Provinces

GOD SAVE THE KING

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

HYDERABAD.

THE fortunes of the present ruling family of Hyderabad were founded by Kamr ud din Asaf Jah, a distinguished soldier of the Emperor Aurangzeb, who in 1713 was appointed Nizam-ul-Mulk and Subadar of the Deccan, but eventually threw off the control of the Delhi Court. Asaf Jah died in 1748, and was succeeded by his second son, Nasir Jang, in the absence of the eldest son, Ghazi ud din Khan, who was holding high office at the Court of Delhi. The claims of Nasir Jang were disputed by Muzaffar Jang, his nephew, with the support of Dupleix, the Governor of the French settlements, who saw in the establishment, through his influence, of Muzaffar Jang as Subadar of the Deccan, and of Chanda Sahib, a claimant for the Nawabship of the Carnatic, means of securing the ascendancy of the French in India. The support which Muzaffar Jang received from the French was, in those times, of itself sufficient reason to induce the English to lend their aid to Nasir Jang. Muzaffar Jang fell into the hands of his uncle, by whom he was imprisoned, but in the following year, after the murder of Nasir Jang by Pathan rebels, he was released, and with the support of the French assumed the authority of Subadar. After his accession Muzaffar Jang received into his service a body of French troops under command of Bussy, and assigned to the French large territories near Pondicherry, the province of Karikal, and the town and district of Masulipatam. He was soon after killed in a mutiny of his troops. His only son being a minor, Salabat Jang, the third son of Asaf Jah, was placed in power by the influence of the French, in gratitude for which Salabat Jang confirmed many of the privileges enjoyed by them, and assigned several districts in the northern Circars (Sarkars) for the pay and equipment of the French auxiliaries in his service.

On the outbreak of the war between France and England in 1756, the French were driven out of the northern Circars by an English force. Salabat

Jang advanced to oppose the English, but did not feel himself strong enough to risk a battle without the aid of his French auxiliaries, who had been recalled by Count Lally. He accordingly concluded a Treaty (No LXXVIII) in 1759 with the English. This granted the seaport of Masulipatam and other districts, comprising altogether an area of about 700 square miles,* to the English in inam, and bound Salabat Jung to exclude the French from his dominions. The acquisitions of the English in the northern Circars were confirmed by a farman of the Emperor of Delhi in 1765, at the time when the Diwani of Bengal, Behar, and Orissa was obtained by the same power.

Salabat Jang was deposed in 1761 by his younger brother Nizam Ali, and died two years afterwards in prison. In 1765 Nizam Ali devastated the Carnatic, but was driven back. At the same time an English force took possession of the Carnatic in virtue of a farman from the Emperor of Delhi. The Nizam was making active preparations for the continuance of hostilities, but the Madras Government, which was then labouring under pecuniary difficulties, deputed General Calliaud to Hyderabad to negotiate peace. The negotiations resulted in 1766 in a Treaty (No LXXIX), by which, in return for the Circars of Ellore, Chicacole, Rajahmundry (Rajamahendri), Mustafanagar, and Murtizanagar or Guntur, the British Government agreed to furnish the Nizam with a subsidiary force when required, and to pay nine lakhs a year when the assistance of their troops was not required. The Nizam on his part engaged to assist the British with his troops. The Cucar of Guntur, which the Nizam had given in jagir to his brother Basalat Jang, was not to be taken possession of till the latter's death, except in the event of his creating disturbances in the Carnatic.

Under this treaty a corps of two battalions joined the Nizam for the reduction of the fort of Bangalore, then in the possession of Haidar Ali of Mysore, with whom the British Government was then on hostile terms, but it was soon withdrawn in consequence of the Nizam having treacherously deserted the British alliance and invaded the Carnatic in conjunction with Haidar Ali. The Nizam, however, was soon compelled to separate from Haidar, and in 1768 another Treaty (No LXXX) was concluded between the British Government and the Nawab of the Carnatic on the one part, and the Nizam on the other. By this treaty the Nizam revoked all sanads granted to Haidar Ali by the Subadars of the Deccan, agreed to cede to the English the Diwani

* See explanatory note appended to No. LXXVIII

of the Carnatic above the ghats which had been seized by Haidar Ali, on condition of their paying him seven lakhs of rupees a year, pledged himself not to interfere with the possessions of the Nawab of the Carnatic, and agreed to accept a reduced payment for the northern Circars. The engagement between the English and the Nizam mutually to assist each other with troops was altered. The British Government undertook to furnish the Nizam on his requisition with two battalions of sepoys with guns, subject to the conditions that the Nizam would defray the cost of the force, and that it would not be employed against any person in alliance with the English.

In consequence of the action of Basalat Jang in collecting French troops in Guntur, it became necessary in 1774 to call on the Nizam to order their removal. No results followed the Nizam's orders. But in 1779 Basalat Jang, threatened by Haidar Ali, craved the protection of the English and agreed with the Madras Government (No LXXXI) to rent to them the Guntur district, to dismiss the French troops, and to receive English troops adequate for the defence of the district. This engagement, which was concluded without reference to the Nizam, was considered by him to be a breach of the treaty of 1768, and was disallowed by the Government of India. The district of Guntur, which in the meantime had been transferred to the Nawab of the Carnatic on a ten years' lease, was restored to the Nizam's officers.

In 1782 Basalat Jang died, and the Guntur Circar, which ought to have lapsed to the English, was retained by the Nizam's officers. In 1788 a Resident was sent to Hyderabad for the first time, the objects of his mission being to demand restitution of the district, and to adjust the tribute due to the Nizam, the payment of which had been allowed to fall into arrears. The demand for the restoration of Guntur was complied with (No LXXXII), but the dispute regarding the arrears of tribute could not be adjusted at Hyderabad. It was by mutual consent referred to the decision of the Governor-General, and Mir Abdul Kasim was deputed by the Nizam to Calcutta to represent his interests. After allowing for the revenues which had been irregularly collected from Guntur by the Nizam, the arrears due by the British Government were reduced to the sum of Rupees 9,16,665. The mission of Mir Abdul Kasim was productive in 1789 of a new Engagement (No LXXXIII), explanatory of the treaty of 1768. By this engagement, which was in the form of a letter from Lord Cornwallis but was declared to be as binding on the British Government as a regular treaty, it was explained that the words in the 6th article of the treaty of 1768

"whenever the situation of affairs will allow of such a body of troops to march into the Deccan," should be understood to mean that the force engaged for by that article should be granted whenever the Nizam should apply for it, provided that it should not be employed against any power in alliance with the British Government

On the breaking out of the first war with Tipu Sultan, Lord Cornwallis succeeded in securing the co-operation of the Nizam by promising him full participation in the advantages which might result from the war. A Treaty of offensive and defensive alliance (No LXXXIV) was concluded with him on the 4th July 1790. By this treaty, to which the Peshwa was made a party, it was stipulated that the Nizam and the Peshwa should invade Tipu's territories, and should furnish a contingent of 10,000 horse to be paid for by the British Government, that an equal division should be made of the territories conquered, that certain pategars (polygars) and zamindars who had formerly been dependent on the Nizam and the Peshwa should be placed on their former footing, and that if, after the conclusion of peace, Tipu should attack any of the contracting parties the others should join in punishing him. On the termination of the war territories yielding an annual revenue of 13,16,000 pagodas were made over to the Nizam as his share of the conquests.

After the conclusion of peace Lord Cornwallis transmitted to Hyderabad and Poona proposals to reduce to a definite treaty the mutual guarantee against Tipu which had been stipulated for in the treaty of 1790. But owing to the delay and evasions of the Peshwa, whose designs against Tipu and the Nizam would have been frustrated by the engagements proposed, the conclusion of the treaty was abandoned, although the Nizam had given his verbal consent to it.

At this time the Mahrattas revived a claim against the Nizam for arrears of chauth, and threatened hostilities if it were not satisfied. The Nizam applied to the British Government for aid, but Sir John Shore was precluded by the treaties with the Mahrattas from interfering further than as a mediator. The war which broke out in 1795 terminated in the convention of Kurdla, by which the Nizam was compelled to cede to the Mahrattas territories yielding a revenue of thirty-five lakhs of rupees, to pay three crores of rupees, and to give his minister, Azam-ul-Umara, as a hostage for the fulfilment of these terms. Three-fourths of the territory ceded by the Nizam was afterwards recovered during the dissensions which followed the death of Madho Rao Peshwa.

The resentment created in the mind of the Nizam by the refusal of the British Government to aid him in his extremities, or to permit the subsidiary force to accompany him in the war, led him to entertain in his service a body of troops commanded by French officers, and to dismiss the British subsidiary force. Friendly relations with him were therefore threatened with rupture, but before matters came to a crisis the rebellion of his son, Ali Jah, compelled him to beg that the subsidiary force might be sent back. The return of the minister Azam ul Umara from Poona was also favourable to British influence, and as the threatening attitude of Tipu made a closer connection with Hyderabad desirable, a Treaty (No. LXXXV) was concluded on the 1st September 1798, by which the subsidiary force was made permanent and raised to six battalions, costing rupees 24,17,100 a year, the Nizam's French corps was to be disbanded, and the British Government was to arbitrate between the Nizam and the Peshwa, or, in the event of the Peshwa not consenting to that arrangement, *to protect the Nizam from any unjust and unreasonable demands of the Mahrattas*

On the outbreak of the second war with Tipu in 1799, the subsidiary force and the Nizam's army co operated with the British troops, and after the fall of Seringapatam the Nizam received by the partition treaty of Mysore (No LXXXVI) districts yielding 6,07,332 pagodas. To these were subsequently added two-thirds of the territories which were offered to, but rejected by, the Peshwa. The jealousy with which the Mahrattas viewed the operations against Tipu, and the threatening attitude which they assumed, led the British Government again to strengthen their connection with the Nizam, and a new Treaty (No LXXXVII) was concluded with him on the 12th October 1800, by which two battalions of infantry and one regiment of cavalry were added to the subsidiary force, while to secure the payment of the force the Nizam ceded all the territories he had acquired by the Mysore treaties of 1792 and 1799, yielding about 17,58,000 pagodas, subject to some exchanges to secure a well-defined boundary. The treaty regulated the duties on which the subsidiary force was to be employed, secured the Nizam in the sovereignty of his dominions, prohibited his entering into political negotiations with other States, and made the British Government the arbiter in his disputes with other powers. In consequence of the equivocal conduct of the Nizam in the first Mahratta war, and the refusal of his officers to receive the wounded in the battle of Assaye into the forts of Daulatabad and Darur, an additional article was added to the treaty of 1800, requiring the contracting parties to admit the troops of either party into their forts when called upon.

In 1802 a Treaty (No LXXXVIII) was concluded with a view to check excessive taxation levied by the Nizam's officials. This treaty provided for the free transit of articles of commerce between British and Hyderabad territories, abolished transit duties, limited import and export, or customs, duties to 5 per cent *ad valorem*, to be collected once for all at fixed places.

Nizam Ali died in 1803 and was succeeded by his son, Sikandar Jah, who went through the form of obtaining the confirmation of the Emperor of Delhi. On his accession all existing treaties with the British Government were confirmed (No LXXXIX). At the close of the Mahratta war the Nizam received by the partition Treaty of Hyderabad (No XC), dated the 28th April 1804, the cession of the Deccan territories conquered from Sindhia and Nagpur.

In 1808 died Mir Alam, the Nizam's able minister and a sincere friend of the British Government. The two persons who stood highest in competition for the vacant post were Munir-ul Mulk, son in law of Mir Alam, and Shams ul-Umara, chief of the military party in the State. Lord Minto, whose advice had been spontaneously sought by the Nizam, recommended the appointment of the latter, but the Nizam did not accept the advice and selected Munir ul Mulk in preference. As a condition of the appointment of the new minister, however, the Nizam required him to enter into an agreement that the affairs of the State should be conducted through the agency of one Chandu Lal, a custom which had prevailed from the time of the death of Mir Abdul Kasim. The Nizam himself, whose sanity was doubted, lived a secluded life, and took no interest in the administration. Chandu Lal was a staunch supporter of British interests throughout the long and not altogether friendly rule of Sikandar Jah, and under him the reform of the military establishments was commenced, and a regular army disciplined by British officers was organised. Various views have been taken of Chandu Lal's character. But whatever may have been his faults, he was the only person that could be found at Hyderabad capable of carrying on the administration, and neither the Nizam himself nor successive Residents, who were not all well disposed to Chandu Lal, could find a better man to fill his place.

The Nizam's army proved of much service in the Pindari and Mahratta wars in 1817, and after the overthrow of the Peshwa these services were recognised by the Treaty of the 12th December 1822 (No XCI), whereby the Nizam received a considerable accession of territory, was released from all arrears of tribute which he owed to the Peshwa, and from all future demands

of it and some exchanges of territory were effected to secure a well defined frontier. The Nizam was bound to protect the rights of the landholders in the districts made over to him—a stipulation which has led to constant discussions with his Government. In 1847 a commission was appointed to enquire into all claims under this guarantee. The claims finally allowed amounted to Rupees 1,00,147.

Sikandar Jah died in 1829, and was succeeded by Nasir ud Daula, with whom a Treaty (No. XCII) was concluded in 1831, confirming all existing treaties. During the latter years of Sikandar Jah's rule the administration of the country had fallen into great disorder. The revenues of the State were farmed to contractors, who were practically supreme in their several districts. In consequence the grossest oppression prevailed, and the disciplined force under British officers was repeatedly called out to repress local rebellion. The country was infested with robber bands, and the roads were unsafe except for persons travelling with large armed escorts. For the restoration of order it became necessary to employ British officers in the different districts. They settled the amount of revenue to be levied, and under their administration the country soon improved. The State, moreover, was deeply involved in debt, both to merchants and to the British Government. The annual payments to the Nizam for the northern Circars were accordingly capitalised for a sum of Rupees 1,66,66,666, by which the Nizam's government was temporarily extricated from its difficulties.

When Nasir ud Daula succeeded, he requested that the direct interference of the British officers in the administration might be discontinued. His request was complied with. He was assured that, provided he maintained the revenue settlements made by the British officers until the period for which they were made should expire, the British Government would withdraw from all interference, and the Nizam would be absolute both in the selection and removal of his minister, and in all other matters of internal administration. The withdrawal of interference was immediately followed by the return of disorder and misrule. Every department of the government became disorganised, and the credit of the State was so bad that bankers refused to grant loans. Chaudh Lal finding himself unable to cope with the financial embarrassments, resigned the office of minister on the 6th September 1843. His long and distinguished services to the Hyderabad State were highly praised by Lord Ellenborough.

For some months the Nizam endeavoured to

himself, but at length, with the approval of the British Government, he appointed as his minister Suraj ul Mulk, son of the former minister Munir ul-Mulk. In the meantime the pay of the contingent had fallen greatly into arrears and advances had to be made from the British treasury. By the 12th article of the treaty of 1800 the Nizam agreed in time of war to furnish 6,000 infantry and 9,000 cavalry to co operate with the British army, and to use every effort to bring the whole force of his dominions into the field as speedily as possible. The Nizam's troops had proved very inefficient in the first Mahratta war, and after the conclusion of the campaign various schemes were from time to time proposed for their reform, but with little success. At length in 1813 one of the corps at Hyderabad mutinied, and in their place Chaudu Lal raised two battalions, who were armed, clothed, and equipped like the Company's troops.

It soon became necessary to make advances from the British treasury for the payment of this contingent force of reformed troops, and in 1843 the Nizam was distinctly informed that, in the event of application for further advances, a territorial security for the payment of the debt would be demanded. No efforts, however, were made to pay off the debt on account of the contingent either by Suraj-ul Mulk or by his successors in office, Amjad-ul-Mulk and Shams-ul-Umara, who were appointed in 1848 and 1849 with the approval of the British Government. In 1849 a requisition was made for the payment of the debt by the 31st December 1850. No steps were taken for payment, and in 1851 a territorial cession was demanded to liquidate the debt, which then amounted to upwards of Rupees 78,00,000. A payment of Rupees 40,00,000 was at once made, and the appropriation of the revenues of certain districts was promised to meet the remainder. The demand for a territorial cession was therefore withdrawn. But no real improvement followed. The Resident was again obliged to make advances for the payment of the contingent, and in 1853 the debt had again risen to upwards of Rupees 45,00,000.

Some new arrangement was therefore absolutely necessary. Accordingly in 1853 a new Treaty (No XCIII) was concluded with the Nizam. By this the British Government agreed to maintain an auxiliary force of not less than 5,000 infantry, 2,000 cavalry, and four field batteries of artillery. In order to provide for the payment of the force, and for certain pensions and the interest on the debt, the Nizam assigned in trust districts in Berar, Dharaseo and the Raichur

Doab, which were estimated to yield a gross revenue of fifty lakhs of rupees. It was also agreed that accounts should be annually rendered to the Nizam, and that any surplus revenue which might accrue should be paid to him. By this treaty the Nizam, while retaining the full use of the subsidiary force and contingent, was released from the unlimited obligation of service in time of war. The contingent ceased to be part of the Nizam's army, and became an auxiliary force kept up by the British Government for the Nizam's use under the name of the Hyderabad contingent.

Nasir ud Daula died in 1857, and was succeeded by his eldest son, Asfzud Daula. During the mutinies of 1857 the maintenance of order at Hyderabad was important for the success of the military operations in the Deccan and Central India. The hopes of the disaffected were excited by the succession of a new Chief, and on the 17th July 1857 an attack was made on the Residency, but it was repulsed. The efforts of the Resident to preserve order were ably seconded by the Nizam's Minister, Salar Jang, a nephew of Suraj ul-Mulk, who had been appointed, with the approval of the British Government, on his uncle's death in 1853.

The provisions of the treaty of 1853, which required the submission of annual accounts of the Assigned Districts to the Nizam, were productive of inconvenience and embarrassing discussions. Difficulties had also arisen regarding the levy of the 5 per cent duty on goods under the commercial treaty of 1802. To remove these difficulties, and at the same time to reward the Nizam for his services in 1857, a new Treaty (No. XCIV) was concluded in December 1860. By this the debt of fifty lakhs due by the Nizam was cancelled, the territory of Shorapur, which had been confiscated for the rebellion of the Raja, was ceded to the Nizam, and the districts of Dharaseo and the Raichur Doab were restored to him.

On the other hand, the Nizam ceded certain districts on the left bank of the Godavari, freed the traffic on that river from all duties, and agreed that the remaining assigned districts in Berar should be held in trust by the British Government for the purposes specified in the treaty of 1853, but that no demand for the accounts of the receipts or expenditure of the districts should be made. Applications for the restoration of the Hyderabad Assigned Districts have on more than one occasion been made, but the British Government has declined to make any essential alteration in the arrangements provided for by the treaties of 1853 and 1860. Under British administration

the revenue of Berar has greatly increased, and a large surplus has been paid over to the Hyderabad State under the treaty provisions

The treaty of 1860 does not affect the customs duties levied on goods imported to or exported from the Nizam's territories. The limit for these remains as before at 5 per cent *ad valorem*

In 1864 the Minister drew up, in consultation with the Resident, rules to regulate the collection in Hyderabad territory of the customs duties admissible under the treaty of 1802. The schedules attached to the rules contained a list of articles which were to be taxed at a certain sum for a certain weight, the rates representing at the time, approximately, 5 per cent *ad valorem*, and being liable to increase or reduction from time to time. The rules were approved by the Government of India.

In 1875 the Nizam's Government adopted the proposal of the British Government that article 3 of the commercial treaty of 1802 should not in future be held to apply to the transit of salt manufactured in Hyderabad territory (No. XCIV)

Owing to a disagreement the Nizam resolved in 1861 to remove Salar Jang from office, notwithstanding the remonstrances of the Resident. But the British Government refused to countenance the measure, and Salar Jang was maintained in office. Differences again arose between the Nizam and his minister in 1867, but were eventually arranged, and Sir Salar Jang continued to hold the office of which he had felt compelled to tender his resignation. The opportunity was taken to impress upon the Nizam the advisability of giving his entire confidence to a minister who had ruled the State with so much ability, and to point out the serious consequences which a relapse into misrule would entail on the Hyderabad State.

In August 1860 the Nizam agreed (No. XCVI) to cede the land required for railway purposes in the Raichur Doab, and in 1870 an Agreement (No. XCVII) was concluded between the British Government and the Nizam, providing for the construction of a railway to connect Hyderabad with the Great Indian Peninsula Railway. The main points of the agreement were that the Hyderabad State, with the aid of shareholders, should provide the capital necessary for the construction, maintenance and working of the railway, including provision of land, payment of compensation, and cost of survey, and that the British Government should construct and manage the railway on behalf of the Nizam, who should receive all profits derived from the working.

In 1861 the Nizam issued a Sanad (No XCVIII) declaratory of the Resident's authority to inquire into and punish offences committed by Europeans and others in the Hyderabad territory.

The Nizam received in 1862 a guarantee (No XCIX) that any succession to his State, which might be in accordance with Muhammadan law and the customs of his family, would be recognised.

In 1867 an Extradition Treaty (No C) was concluded between the British Government and the Nizam. In this treaty the two Governments agreed to act upon a system of strict reciprocity in surrendering persons charged with any of the offences mentioned in article 4, provided that in each case the accused was a subject of the Government making the requisition for his surrender, that the offence had been committed within the territory belonging to, or administered by, such Government, and that the application for surrender of the accused person was duly made and supported by such evidence of his criminality as, according to the laws of the country in which he was found, would justify his arrest and sustain the charge if the offence had been committed there.

The procedure prescribed by this treaty for the extradition of offenders from British India to the Hyderabad State is less simple and effective than the procedure prescribed by the law relating to the extradition of offenders in force in British India. The treaty has therefore been recently modified by a supplementary Agreement made with His Highness the Nizam on the 21st July 1887 (No. CI). This provides that the treaty shall no longer apply to cases of extradition of offenders from British India to the Hyderabad State but that the procedure prescribed by the law for the extradition of offenders for the time being in force in British India shall be followed in every such case.

The Nizam Afzal-ud-Daula, who had been created a Knight Grand Commander of the Most Exalted Order of the Star of India, died after a short illness on the 26th February 1869. His only son, Mir Mabbub Ali Khan, then not three years of age, was placed on the mace by the British Resident, and the joint administration of affairs during the young Nizam's minority was entrusted to Sir Salar Jang and Nawab Shams ul-Umara. The education of the young Nizam was an object of much solicitude to the British Government, and a guarantee was obtained from the ministers that when the proper time arrived an English gentleman should be entrusted with the duty of superintending it. In 1874 Captain John Clark was appointed for the purpose, and he con-

tinued in the post until the year 1876, when he was succeeded by his brother, Captain Claude Clerk, whose employment came to an end in June 1887

In 1871 (No CII), an exchange of villages was agreed to with a view to the rectification of that portion of the border of the Assigned Districts in Berar which touches on the territories administered by the Nizam's Government. It was understood that this arrangement in no way affected the conditions under which the Assigned Districts were held by the British Government, and that in the transferred villages the assessments introduced under British management would be maintained.

By the treaty of the 2nd December 1871 (*see* Gwalior, Vol. IV) Sindhia ceded to the British Government his rights and interests of every description in certain ancestral villages which he possessed within the territories of the Nizam. As it was desirable to transfer the rights and interests which the British Government had thus acquired in these villages to the Hyderabad State, a Memorandum of Agreement (No CIII) was signed on the 13th August 1872, by which the villages in question were ceded to the Nizam, who in return ceded to the British Government in full sovereignty certain villages in the Bombay Presidency.

His Highness the Nizam, Mir Mahbub Ali Khan, attended the Imperial Assemblage at Delhi, and was present when Her Majesty the Queen was proclaimed Empress of India. The Nizam's salute was at this time raised from 19 to 21 guns.

A Postal Agreement (No CIV) was executed by the Nizam's Government in August 1882, making provision for the interchange of mails between the British and Nizam's Post Offices under certain conditions.

It had been proposed that the Nizam should visit England in the year 1883, but this arrangement fell through owing to the death of Sir Salar Jang on the 8th February 1883. During the year that had still to elapse before the Nizam came of age the administration was entrusted to the Peshkar, Maharaja Narindar Parshad, and Mir Laili Ali, the elder son of Sir Salar Jang, who were entitled respectively Senior and Junior Administrators. There was also a Council of Regency composed of the Peshkar and the Nawabs Khurshid Jah and Bashir-ud-Daula. The Nizam presided over the Council, and Mir Laili Ali, who assumed his father's title of Salar Jang, acted as its Secretary, but they had no votes.

In order to protect the interests of both the British and the Nizam's

Government in the matter of the opium revenue, an Agreement (No CV) was executed on the 29th October 1883. This prohibited the cultivation of poppy and the manufacture of opium in the Nizam's territory, and regulated the import, export, transport, possession and sale of the drug. It also provided that any alterations made in the Opium Rules of His Highness's Government should be communicated to the Resident, and that the Opium Agent at Indore should issue passes for opium required by the Nizam's Government, and levy on behalf of His Highness's Government a pass duty, at a rate of not less than Rupees 600 per chest of lbs 140, on opium consigned to the Hyderabad territory, the duty being remitted to the Nizam's Minister through the Resident at Hyderabad. The pass duty has, however, ever since been levied at the rate of Rupees 700 per chest. The arrangement effected by this agreement has considerably increased the opium revenue of the Hyderabad State, which in 1860 was estimated at Rupees 69,062, while the amount of pass duty alone levied and paid to the Minister in 1880 was Rupees 2,57,250.

With the consent of the Government of India the Nizam's Government entered into an Agreement (No CVI) on the 27th December 1883 with His Highness the Nizam's Guaranteed State Railways Company, by which the Company purchased, on certain conditions, the railway line from Wadi to Secunderabad, and undertook to construct new lines from Secunderabad to Warangal, thence to Bezwada, and also in a northerly direction. In connection with the transfer of the railway to the Company, an Agreement (No CVII) was made between the Nizam's Government and the Government of India on the 30th April 1885, with the object of securing the due fulfilment by the Railway Company of certain obligations affecting rights reserved to the Government of India.

Full jurisdiction has been granted by His Highness the Nizam to the British Government within the lands in His Highness's territory which are occupied, or may hereafter be occupied, by His Highness the Nizam's Guaranteed State Railways Company, the Great Indian Peninsula Railway, the Madras Railway, the Southern Mahratta Railway, and the Dhond and Manmad Railway, including lands taken up for stations, out-buildings, and for any other railway purpose.

On the 5th February 1884 the Nizam came of age and was invested with full powers of administration by the Viceroy, the Marquis of Ripon. His Highness, with the concurrence of the Government of India, appointed Salar Jang II to be Minister. The Nizam was invested with the insignia

of a Knight Grand Commander of the Most Exalted Order of the Star of India on the 6th February 1885

The title of Knight Commander of the Most Eminent Order of the Indian Empire was conferred on the Nawab Salar Jang II on the 16th February 1887, and on the Nawabs Bashir ud Daula Asman Jah and Shams ul-Umara Khurshid Jah on the 2nd January 1888

On the 7th January 1886 an Agreement (No CVIII) was executed by the Nizam's Government, by which certain mining rights in His Highness's territory were assigned to concessionaires, who undertook to form a company for the purpose of carrying out mining operations. Certain transactions connected with the formation of the mining company, called the Hyderabad (Deccan) Company, Limited, subsequently became the subject of controversy, and a further Agreement (No CIX) was executed on the 2nd January 1890 between the Nizam's Government, the Hyderabad (Deccan) Company and the original concessionaires

In October 1886 the Nizam's Government consented to the application of the Indian Telegraph Act (XIII of 1885) and the rules framed thereunder to all telegraph lines in the Hyderabad State, and an order on the subject was issued in 1887 in the *Jarida* or State Gazette (No CX)

Sir Salar Jang II resigned his appointment as Minister in April 1887, and the Nizam, with the concurrence of the Government of India, appointed in July 1887 the Nawab Bashir-ud Daula (Sir Asman Jah) to the vacant post, which he still holds. During the interval between April and July 1887 the business of the State was conducted by the Nizam himself with the help of Colonel C. H. T. Marshall, of the Punjab Commission, who had been appointed in March 1887, at the Nizam's request, to be Private Secretary to His Highness. Colonel Marshall resigned his appointment as Private Secretary in November 1888.

Sir Salar Jang II died on the 7th July 1889. A son was born to him on the 13th June 1859. Munir ul Mulk, the younger brother of Sir Salar Jang II, and the only other surviving son of Sir Salar Jang I, died on the 26th January 1890, leaving no male issue.

His Highness the Nizam, Mir Mahbub Ali Khan, has two sons, of whom the elder is Mir Osman Ali Khan, born on the 21st May 1886

The military forces of the Hyderabad State may be reckoned at about 10,000 regular or reorganised troops and about 20,000 irregulars. Besides

these there are considerable numbers of irregulars belonging to the Nazam's Crown estates and to the Pargah nobles of the Shams-ul-Umara family

The area of Hyderabad territory, exclusive of the Assigned Districts, is 82,697 square miles, and its population according to the census of 1991 is 11,537,040. The State revenue proper may be reckoned at Rupees 3,00,00,000, which is exclusive of large estates belonging to the Nizam and to his nobles and jagirdars.

The Raja of Gadwal is a feudatory of the Nizam, and appears to be practically independent in his internal administration so long as he pays an annual tribute of Rupees 1,15,000

No LXXVIII

TREATY with the NIZAM, 1759

A COPY of REQUESTS made by COLONEL FORDE to NAWAB SALABUT JUNG, and his compliance thereto, in his own hand

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanuer, shall be given to the English Company as an enam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French

The Nawab Salabut Jung will oblige the French troops which are in his country to pass the river Ganges within fifteen days, or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Kistna, in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance

The Nawab will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars belonging to the French, nor for the computation of the revenues of his own country, in the present year, but let him remain peaceable in it in future, and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of ' ' ' ' ' was then paid to the Circar, so he will not ' ' ' ' ' Circar, and if he (the Raja) does not agree to ' ' ' ' ' hat he pleases In all cases the Nawab will not assist the enemies of the English nor give them protection

The English Company, on their part, will not assist the Nawab's enemies nor give them protection

Date: Moon Ramadan, the 16th Hegira, 1172, which is the 14th of May 1759

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth

FIRMAUN from the MOGUL for the NORTHERN CIRCARS—1765

In these happy times, our Firmaun, full of splendor and worthy of obedience, is descended, purporting, that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc, on the French Company, and that in consequence of its not being confirmed by us, either

by Firmaun or otherwise, the high, mighty, glorious Chiefs of the Khane, chosen of the Omrahs, Sepoy Sardars, truly faithful, worthy of receiving favours and obligations, our invariable and never-failing friends and well-wishers, the English Company (having sent a large force for that purpose) did expel the French therefrom; we, therefore, in consideration of the fidelity and good wishes of the English Company, have, from our throne, by way of enam

person whatever in the same), from the beginning of the Fussul of Tuccancool, in the year of Phavely 1172, equal to the month of April 1762; it is incumbent, therefore, on you, our sons, Omrahs, Viziers, Governors, Mootsaddes, for the affairs of our Dewanship, Moteecophils, for those of our Kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, to use your endeavours in the strengthening and carrying into execution this our most high command, and to cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever either molest or trouble them on account of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year of our reign, equal to the 12th of August, 1765.

Forms made use of on the back of the Firmaun.

From the Secretary setting forth that His Majesty had been pleased to sign a petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabut Jung Bahadour, Souhadar of the Deccan, conferred the Circar of Sicacole, etc., on the French Company, and that in consequence of its not being confirmed by His Majesty, either by Firmaun or otherwise, the high, mighty, etc, etc, English (having sent a large force for that purpose) did expel the said French therefrom; His Majesty therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars by way of enam or free gift.

Then follow two orders from the Mogul; the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Bahadour, telling him to comply with the contents of this Firmaun; the other directing that the English Company be under his son's command or in his Ressaula.

The whole attested, under Kazzi Inauyet Khan's seal to be a true copy from the original.

No LXXIX

TREATY with the NIZAM, 1766.

A TREATY of PERPETUAL HONOUR, FAVOR, ALLIANCE, and ATTACHMENT, between the GREAT NAWAB, high in station, famous as the sun, NAWAB AUSUPH JAH NIZAM OOL-MOOLK NIZAMUD DOWLAH MEER NIZAM ALLY KHAN BAHADOOR PHUTTA JUNG SEPOY SIRDAR, and the HONOURABLE ENGLISH EAST INDIA COMPANY. signed, sealed, and ratified, on the one part, by HIS HIGHNESS the said NAWAB, and on the other by JOHN CALLIAUD, ESQ., BRIGADIER GENERAL, invested with full powers, on behalf of the said COMPANY Done at Hyderabad, the 9th of the Moon Gemace-dussuny, in the year of Hegna 1180, equal to the 12th of November 1766

ARTICLE 1

The two contracting parties do, by virtue of this Treaty of honour, favour, alliance and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both, and contrariwise, the friends of one the friends of the other

ARTICLE 2

The Honourable English East India Company, in return for the gracious favours received from His Highness, consisting of Sunnuds for the five Circars of Lllour, Siccacole, Rajahmundry, Moostafurnugger and Moortizanugger, expressing the free gift thereof on them and their heirs for ever and ever, do hereby promise and engage to have a body of their troops ready to settle the affairs of His Highness's government in everything that is right and proper whenever required, provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions or the peace and tranquillity of the Carnatic, be the least endangered in case of falling out of which circumstances (*which* God forbid) they do promise and engage to give the most timely notice thereof to His Highness in their power

ARTICLE 3

The Honourable English East India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to His Highness, as a consideration for the free gift of the above mentioned five Circars, for ever and ever, the following sums, by lists, as specified in 8th Article of this Treaty, viz, for the three Circars

of Rajahmundry, Elloor and Moostafurnugger, five lakhs of Rupees; and for those of Siccacole and Moortizanugger, as soon as they are in their hands, and the settling the same is well effected, two lakhs each, in all nine lakhs of Rupees per annum

ARTICLE 4

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as soon as possible, but that of Moortizanugger, in consideration of His Highness having, by former agreements, given it to his brother Bazalut Jung as a jaghire, the Honourable English East India Company do promise and engage not to take possession of until it be His Highness's pleasure, or until the demise of his said brother, but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following Article —

ARTICLE 5

As the Circar of Moortizanugger borders on that of Nizampatam and the country of the Carnatic, which by virtue of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent, therefore in case the said Bazalut Jung, his Agents or dependants, should cause any disturbances to the prejudice thereof, it is hereby agreed on by both parties that the aforesaid Company shall then have it in their power to take immediate possession of that Circar

ARTICLE 6.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties that the expenses thereof shall be paid in the following manner, to wit, of the expense of the number of troops His Highness may require should fall short of the sum of the five lakhs of Rupees mentioned to be paid for the three Circars of Rajahmundry, Elloor, and Moostafurnugger, the Company will account to His Highness for what balance may remain due, and in case of its exceeding the above mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Circars of Siccacole and Moortizanugger, when settled

ARTICLE 7

In consideration of the fidelity, attachment, and services of the aforesaid
ness has upon them, His said High-
entirely acquit the above-mentioned
to the present date of these writings

ARTICLE 8.

In case the assistance of the Honourable Company's troops is not required, the annual stipulated sum, expressed in the third Article of this Treaty, the aforesaid Company do engage to pay in three lists, after the following manner, and to give Soucar security for the same, *viz.*, the first payment the 31st of March, the second the 30th of June; and the third the 31st of October.

ARTICLE 9.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other until everything on both sides is ready for execution.

ARTICLE 11.

The Honourable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon His Highness's government, do hereby agree that the same shall remain in his possession now also.

ARTICLE 12.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which the aforesaid Company do hereby agree and consent likewise that there be a killadar therein on the part of His Highness, and that the usual jaghire annexed to the killadarry shall be ceded to him.

ARTICLE 13.

In virtue of the same, the two contracting parties, the aforesaid Company, do hereby agree to give the same liberty of manner as is expressed, for the aforesaid Company, in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE 14

In virtue of the above Treaty of favor, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above mentioned Articles, that from this time all doubts and suspicions shall cease between them, and in their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan government, and the business of the Company may increase every day in honour, riches, and happiness, from generation to generation.

In confirmation of which His Highness, on the one part, and John Callioud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of a SUNNUD, under the seal of NIZAM ALLY KHAN for the five Circars

Be it known to the deesmoolees deespondees, mucenddems, husbandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Moostafurnuggur, Siccacole and Moortizanuggur, belonging to the Soubaship of Hyderabad, that out of our great favor and goodness from the 9th of the moon Gemace-dussuny, in the year of Phasely 1176, equal to the 12th of November 1766, the whole of the said Circars (the jaghire of the Moostafurnuggur *alias* Condapillee fort, and the usual villages appertaining to the diamond mines excepted) are now given to and conferred upon the European English Company, by way of enam, or free gift, for ever and ever, agreeable to their petition signed by us, in return for which, they the English Company are to pay the annual sum of nine lakhs of Rupees, and to stand to all sebbendy charges, and whatever earthly or heavenly mischances may happen you, therefore our above mentioned deesmoolees, etc., are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766

TRANSLATION of a DISCHARGE, under the seal of NIZAM ALLY KHAN to OMDAT OOL-MOOLK SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADJOR MOONSOOR JUNG, FOJJDAR of the CARNATIC PAYEN GAUT, from the Borders of the PALNAUD COUNTRY to the further extremity of those of the MALAVAR COUNTRY, and to the SONS and HEIRS of the said OMDAT-OOL-MOOLK BAHADJOR.

In consideration of the fidelity and attachment the said Omdet-ool Moolk

Bahadoor has promised and engaged to my Court by the means of General Calliaud, and in return for the sum of five lakhs of Rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ool-Moolk, his sons and heirs, for the whole of the abovementioned countries, as well the past, present, as the future also

TRANSLATION of the PETITION supposed to be presented by OMD-ET-OOO-MOOLK BAHADOOR'S VAKEEL.

In consequence of the fidelity and attachment Omdet-ool-Moolk Bahadoor has promised and engaged to Your Highness's Court by the means of General Calliaud, I beg leave to hope that, in return for the sum of five lakhs of Rupees, a discharge for the past, present, and future may be given to him (the said Omdet-ool-Moolk Bahadoor), his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

Whereas evil-minded people have attempted to make false representations and otherwise, to instil in the mind of His Highness the Nawab, regarding Omdet-ool-Moolk Bahadoor, in order, therefore, to prevent all causes for the same in future, and strengthen and establish, in the strongest manner, the alliance, attachment, and fidelity, between His Highness the said Omdet-ool-Moolk Bahadoor and the English Company, I, John Calliaud, Esq., Brigadier-General, do hereby promise and engage, on the part of the said Omdet-ool-Moolk Bahadoor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance by the means of the said Company now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

John Calliaud, Esq., Brigadier-General, do hereby promise and engage,

on the part of Omdet-ool-Moolk Serajah Dowlah Bahadoor, that agreeable to
 Omdet-ool-Moolk
 into the hands of
 ve lakhs of Rupees,
 for the performance of which the Company are hereby made securities

*Dated at Hyderabad, the 11th of the moon Gemace-dussung, in the year of
 the Hegira 1180, equal to the 14th of November 1766.*

No. LXXX.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE with the
 NAWAB of the CARNATIC and the SOUBAH of the DECCAN—
 1768.

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE made and
 concluded at FORT ST. GEORGE, between the HONOURABLE
 UNITED COMPANY of MERCHANTS of ENGLAND trading to
 the EAST INDIES, in conjunction with the NAWAB WOLAU
 JAH OMDET-OOŁ-MOOLK UMMEER-OOŁ-HIND SERAJAH DOW-
 LAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG,
 SIPPA SIRDAR of the CARNATIC PAYEN GAUT, on the one
 part, and the GREAT NAWAB high in station, AUSUPH JAH
 NIZAM-OOŁ-MOOLK MEER NIZAM ALLY KHAN BAHADOOR
 PHUTTAH JUNG SIPPA SIRDAR, SOUBAH of the DECCAN, on
 the other part; by the HONOURABLE CHARLES BOURCHIER,
 Esq., PRESIDENT and GOVERNOR of FORT St. GEORGE, and
 the COUNCIL thereof, on behalf of the said ENGLISH EAST
 INDIA COMPANY; the NAWAB WOLAU JAH OMDET-OOŁ-
 MOOLK, on behalf of himself, as NAWAB of the CARNATIC;
 and the NAWAB RECUN-OOŁ-DOWLAH DEWAN, invested with
 full powers on behalf of the said NAWAB AUSUPH JAH
 NIZAM-OOŁ-MOOLK, his heirs and successors, as SOUBAH of
 the DECCAN. Done on the 23rd day of February in the
 year 1768 of the Christian era, and on the 4th of the moon
 Shevail in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian era 1766,

or on the 9th of the moon Gemace-dusuny in the year of the Hegira 1180, a Treaty was concluded at Hyderabad by and between General John Calliaud, invested with full powers on behalf of the English East India Company, and the Nawab Ausuph Jah Nizam-ool-Moolk, etc, on behalf of himself, as Soubah of the Deccan, with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas, some misunderstandings have since arisen, which have perverted the intent of the said Treaty, and kindled up the flames of war, now be it known to the whole world, that the beforementioned Nawab Ausuph Jah and the English Company, with the Nawab Wolau Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions. —

ARTICLE I

The exalted and illustrious Emperor of Hindostan, Shah Alum Padshah, having out of his gracious favour and in consideration of the attachment and services of the English East India Company, granted to them for ever by way of enam, or fee

4th of the moon Suphier, in the
Musup Jah Nizam-ool-Moolk, as
1 and third Articles of the afore-
Sunnuds, under his hand and seal,
the aforementioned five Circars,

it is now further acknowledged and agreed by the said Ausuph Jah Nizamool-Moolk, Subah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms hereafter mentioned

ARTICLE 2.

By the aforementioned Treaty of Hyderabad it was stipulated that the Nawab Ausuph Jah having given the Circar of Moortizanager as a jaghire to his brother the Nawab Ummeer-ool-Omrah, Soujah-ool-Woolk, Bahadoor Bazalut Jung, the Company should not take possession of the said Circar till after the death of Bazalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic, and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalut Jung, yet in consideration of their friendship for Ausuph Jah and his family, and that they may not distress his affairs by obliging him to provide his brother Bazalut Jung with another jaghire, the Company agreed that Bazalut Jung still hold the Circar till it be the pleasure thereof, provided that the country of Adony, and any wakeel or correspondence Company and the same whatever to the

of the Company or the Nawab Wolau Jah but if this Article shall at any time be infringed, the Company shall be at liberty, by virtue of this Treaty, to take possession of and keep the Circar of Moortizanugger in the same manner as the other four, and the Nawab Ausuph Jah engages to assist them therein with his troops, if necessary

ARTICLE 3

The fort of Condapillee with its jaghire shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding anything to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad

ARTICLE 4

Narraindoo, one of the zemindars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nawab Ausuph Jah's orders) to pay his rents, or obedience to the Company, the Nawab Ausuph Jah agrees, on the signing and exchange of the present Treaty, to write letters not only to Narraindoo but to all the zemindars in the Circars of Ellour, Moostafurnuggur, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nawab Ausuph Jah further agrees that he will not in future encourage, or protect, in raising troubles or disobedience any zemindars, renters, or servants of the English Company, or the Nawab Wolau Jah, who on their parts engage the same to His Highness Ausuph Jah

ARTICLE 5

It has been the constant desire and endeavour of the English Company and the Nawab Wolau Jah to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Deccan they still desire to do the same, and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Circars of Commamet and Worangole yet as a proof of their friendship for the Nawab Ausuph Jah, etc, Soubah of the Deccan, on the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Circars so soon as the Soubah with his army has crossed the Kistna, leaving the fort of Commamet to the Soubah's deputy. And, as a further proof of the Company's sincere desire to preserve a friendship with the Soubah of the Deccan they agree to bury in oblivion what is past, and to pay him annually for the space of six years, to be computed from the 1st of January 1768, or the 10th of the moon Shibaun, in the year of the Hegira 1181, the sum of two lakhs of Arcot Rupees, at Madras or Masulipatam, that is to say, one lakh on the 31st of March, and also one lakh on the 31st of October, or two lakhs every year, and one lakh more at each of these periods whenever the Circar of Condavir is put into the Company's possession. The Company moreover promise, that

if they peaceably possess the Circars during the aforesaid term of six years and the Soubah gives them no trouble, they will pay annually, from the 1st of January 1774, the sum of five lakhs, in two equal payments, as before expressed, or of seven lakhs, if Condavir be then in their possession, but in case the Soubah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other power should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace and the Circars are restored to the Company.

ARTICLE 6.

It was stipulated in the former Treaty made at Hyderabad that the Company and the Soubah should mutually assist each other with their troops when required and their own affairs would permit, but it being apprehended at present that such an agreement may subject both parties to difficulties and that misunderstandings may arise on that account, it is now agreed only that a mutual peace, confidence, and friendship shall subsist for ever between the English Company, His Highness Asaf Jah, and the Nawab Wolau Jah, the enemies of the Company and the friends of the Nawab.

If troubles should arise, or any enemies invade the countries under the government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company and the Nawab Wolau Jah, willing, however, to show their voluntary attachment to the Soubah, will always be ready to send two battalions of sepoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soubah pays the expense during the time that the said troops are employed in his service.

ARTICLE 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nawab Wolau Jah, to give him the title of Omdet ool-Omrah, and to appoint him Payen Gaut and the date of the 26th of August 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign, and the Nawab Ausuph Jah Nizam ool Moolk, etc, having also, out of his affection and regard for the said Nawab Wolau Jah, released him, his son Meyen ool-Moolk, etc, and their heirs, in succession for ever from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November 1766, in consideration of the said Nawab Wolau Jah having paid the Soubah five lakhs of Rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam ool Moolk that the said Nawab Wolau Jah, and after him his son Meyen ool-Moolk and theirs in succession, shall enjoy for ever as an ultumgab, or free

gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nawab Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut or in the Circars before and now ceded to the English Company, except the said Nawab Wolau Jah, or the said English Company by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nawab Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nawab Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed.

ARTICLE 8.

The Nawab Ausuph Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nawab Wolau Jah, and his eldest son Meyen-ool Moolk Omdet-ool Omrah, several Sunnuds, *viz.*—

An ultumgah Sunnud for the whole of the Carnatic.

An ultumgah Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora

An ultumgah Sunnud for the whole of the villages of Cathasera, etc

An ultumgah Sunnud for the killeddary of the fort of Colaur.

An ultumgah Sunnud for the whole of the district of Sonedaupe, and a full and ample Sunnud, containing a discharge for all demands, past, present, and future on account of the Carnatic, etc

It is hereby agreed that all and every one of these Sunnuds shall be regarded equally binding with any other Article of the Treaty, and be as duly observed by the Nawab Ausuph Jah as if entered here at full length.

ARTICLE 9

Hyder Naique having for some years past usurped the government of the Monsore country, and given great disturbances to his neighbours by attacking and taking from many of them their possessions, and having so lately invaded and laid waste with fire and sword the possessions of the English Company and the Nawab Wolau Jah in the Carnatic, it is certainly necessary for their peace and for the general benefit of all the neighbouring powers, that the said Naique should be punished and reduced, so that he may not hereafter have the power to give any person further trouble. to this end, the Nawab Ausuph Jah hereby declares and makes known to all the world that he regards the said Naique as a rebel and usurper, and as such divests him of, and revokes from him, all Sunnuds, honours, and distinctions conferred by himself or any other Soubah of the Deccan, because the said Naique has deceived the Nawab Ausuph Jah, broken his agreement, and rendered himself unworthy of all further countenance and favours.

ARTICLE 10

That the English Company may hereafter carry on their trade peaceably on this coast of Coromandel, and also on the coast of Malabar, and that they, with the Nawab Wolau Jah, may hold the Carnatic and their other possessions

in peace, it appears necessary that the countries of Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, should be under the management and protection of those who will do justice and pay obedience to the high commands from Court. It is therefore agreed by the Nawab Ausuph Jah that he shall relinquish to the English Company all his right to the Dewanny of the said Carnatic Balagaute, belonging to the soubadarry of Viziapore, and that the Company shall present an urzee, or petition, to the royal presence, to obtain from the Emperor Shah Allum a firmaun, confirming and approving the said agreement. That the Nawab Ausuph Jah, as Soubah of the D, the revenue arising from the said countries, shall pay him annually, out of the Dewanny collection, possession thereof, the sum of seven lakhs of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments at the space of six months from each other, provided the said Ausuph Jah, Soubah of Deccan, assists the said Company and the Nawab Wolau Jah in punishing Hyder Naique, and neither receives from or sends either vakeels or letters to him.

ARTICLE 11

As the English Company do not intend to deprive the Mahrattas of their chout, any more than the Soubah of his peshcush, which used to be paid from the Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, it is hereby agreed, and the Company willingly promise to pay the Mahrattas regularly and annually without trouble for the whole chout, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan, provided, however, that the Mahrattas guarantee to the Company the peaceable possession of the said Dewanny to this end, the Nawab Ausuph Jah promises to use his best endeavours, jointly with the English and the Nawab Wolau Jah, to settle with the Mahrattas concerning the chout of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties or the Mahrattas.

ARTICLE 12.

All the foregoing Articles are signed by the said parties, who resolve faithfully to execute and maintain the said alliance and lasting friendship may mutually alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nawab Wolau Jah will endeavour on all occasions to show their friendship and attachment to the Nawab Ausuph Jah Nizam ool Moolk as Soubah of the Deccan, and look on the support of that government as the support of their own, in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the foregoing Treaty, we whose names are under written have interchangeably subscribed to and sealed three instruments, of the same tenor and date, viz., the President and Council of Fort St George, on the behalf of the

English East India Company, at that place, this 26th day of February, in the year of the Christian era 1768, the Nawab Ausuph Jah, Soubah of the the 22nd day of the moon Shevaul in the Nawab Wolau Jah, for himself, at Fort moon Shevaul, in the 1181st year of the

Hegira.



(Sd) CHARLES BOURCHIER.
 „ SAMUEL ARDLEY.
 „ JOHN CALL.
 „ GEORGE STRATTON.
 „ GEORGE DAWSON.
 „ JAMES BOURCHIER.
 „ GEORGE MACKEY.

N B —The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St George, on behalf of the English East India Company, the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan, and the Nawab Wolau Jah, Soubah of Mahomedpoor, having duly considered and voluntarily entered into the above Articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company and the Nawab Wolau Jah the due and just observance of the above Treaty on the part of the Nawab Ausuph Jah

I take God to witness, that of my own free will I am security.

The Seal of
Ruccun ud
Dowlah

I swear by Vencatash and Bail Bahadoor that of my own free will and consent I am security.

The Seal of
Ram Chunder
Rauze

I swear by Sactasha and Bail Bahadoor that I am truly and sincerely security.

The Seal of
Beer
Bahadoor

I swear by Vencatash and Bail Bahadoor that of my own free will and consent, I, Dundaveram, Vakeel to Mahandavarow, Pundit Predane, am security on the part of the said Mahandavarow.

The Seal of
Dundaveram

N B.—The foregoing guarantee agreement was signed and executed by the

guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nawab, and to the part delivered to Azam Ally Khan, the following guarantee or agreement was fixed, viz —

The above contracting parties, to wit, the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; the Nawab Wolau Jah, of Mahomed-poor, and the President and Council of Fort St. George, on behalf of the English East India Company, having duly considered and voluntarily entered into the above Articles, which the said President and Council, on behalf of the said English East India Company, have signed and sealed in my presence, I, the said Nawab Wolau Jah, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said English East India Company.

The
Nawab's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said Nawab Wolau Jah.

(Sd)	CHARLES BOURCHIER.
„	SAMUEL ARDLEY.
„	JOHN CALL.
„	GEORGE STRATTON.
„	GEORGE DAWSON.
„	JAMES BOURCHIER
„	GEORGE MACKAY

TRANSLATION of a SUNNOD, under the SOUBAH's seal, dated the 22nd of the Moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

Be it known to the deesmoockees, dec etc, inhabitants of the Rajamundry, nigger and Siccacole Circars, belonging caud, Hyderabad, that agreeable to the Firmaan of Shah Allum, Padshaw Gauze, to the English East India Company, and my regard and friendship to them (the said English East India Company), I have again conferred upon

them, by way of enam, for ever and ever, all and several of the above Circars, whole and entire, together with the fort and jaghire of Condapillee, in consequence of a Treaty of friendship and alliance which has lately been concluded between me, the said Company, and Ummeer-ool-Hinde Wolau Jah Bahadoor, and which was executed, on the part of the said Company, by the Governor and Council of Madras, and on the part of Ummeer-ool-Hinde Wolau Jah Bahadoor, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Hegira 1181, equal to the 26th of February 1768, and by me, now in the encampment of my victorious army, near Pillere, this 22nd day of the moon Shevaul, Hegira 1181 you therefore, the whole of the said deesmoolees, deespondees, muceuddems, etc, look upon the said English East India Company as your masters, and be in every respect obedient to them, exerting yourselves in the payment to them of the proper revenues of the said Circars at the fixed and stated times

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the back of the Sunnud are the attestations of the Muttasuddees of the offices of Huzoor Mustouphy, and Dewan, and copies thereof have been registered in their books

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 15th of March 1768

In these times the Dewanny of the Carnatic Balagaute country, belonging to the Soubahship of Daurel Zuphur Vizispore, before or now possessed by Hyder Naigue, with the whole of my right and title thereto, has been conferred upon the English East India Company, they, the said English East India Company, engaging, after being in possession thereof, to pay annually into ————

nuzzi

said

obed

the fixed and stated times And

I have therefore deprived him of

means, therefore, to pay any at

stop all correspondence either with him or them.

Look upon this as a positive and strict order.

Dated as above

On the back of the Sunnud the petition from the Muttasuddees, supposed to be presented, is inserted, and the Muttasuddees of the several offices of Huzoor, Dewan and Mustouphy, have attested that copies thereof have been registered in their books

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768

In these times, agreeable to the high Firmaun of Shah Allum, Padsha Gauze, the Dewanny Rockshigurry and Meer Autushy of the Carnatic Payen Gaut and Balagaute countries, from the banks of the river Kistna towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, jaghiredars, zemindars, pollygars, killa dars, enamdars, rozeenedars, etc, belonging thereunto, have been conferred, by way of enam ultumgan, whole and entire, without the participation of any one, upon Omdet ool Omrah Meyen ool Moolk Assed ool Dowlah Hussein Ally Khan Bahadoor Zoolphcaur Jung you, therefore, our sons, brothers, officers, and Muttasuddees, of the Nizamship of the Deccan, and Mootecophils of our affairs, both new and old, at present and to come, agreeable to the above Firmaun and this Sunnud, exert yourselves in the strengthening of this business for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, etc, give him no trouble or molestation whatever, either for the soubadarry or foudarry pesheush, or any other charges or expenses

Look upon this as an order, and by no means act in anything contrary to what is herein expressed, nor require a new Sunnud every year

TRANSLATION of a SUNNUD under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th March 1768

Be it known to the deesmokees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the soubahship of Vizirpore, that the said district, agreeable to what is desired in the zimir, or back of the Sunnud, has been assigned over as an ultumgan to Siphil ool Moolk Unwar ood Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung, you will therefore live in true and just obedience to the Amuldar of the said Siphil ool Moolk, and pay the proper revenues at the fixed and stated times

Look upon this as an order, and act agreeable thereto

TRANSLATION of the ZIMIR, containing a PETITION which is supposed to be presented by the MUTTASUDDINS, and to have been signed by the SOUBAH signifying his consent thereto

The form of the petition runs thus the vakeel of Wolu Jah Ummeer ool

Hinde begs that the district of Sundacope, whole and entire, may be conferred upon Siphiool-Moo'k Uuwar-ood Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung by way of ultumgah, and that a Sunnud for the same may be made out and signed by Your Highness, respecting this, we wait your orders

The Sunnud for the pergunnah of Imungundali (belonging to the Circar of Chumpoora) to Hossein-ool Moolk Hemrud ood-Dowlah Mahomed Abdull Khan Bahadoor Heyabber Jung runs the same as the former Sunnud, excepting the term *whole* being inserted therein, the date thereof is likewise the same as the other.

TRANSLATION of a SUNNUD, under the seal of the SOUBAH, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

Be it known to the deesmookees, deespondees husbandmen, and inhabitants of the pergunnah of Hewalee, Hyderabad, etc, Circar of Mahomed-nuggur, of the soubahship of Hyderabad, that the village of Cutkasera, belonging to the above pergunnah, in the manner as is expressed on the back of this Sunnud, has been assigned over by way of ultumgah to Ummeer-ool-Hinde Wolau Jah in order to defray the expenses of his father's tomb, you will therefore live in perfect and true obedience to the Amuldar of the said Wolau Jah, paying them the proper revenues at the fixed and stated times

Look upon this as an order, and obey it accordingly.

In the z mir at the back of the Sunnud, containing the supposed petition, the village of Cutkasera, etc, is mentioned

TRANSLATION of a DISCHARGE, under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jah Ummeer-ool-Hinde From the time that your father Anneverdeen Khan Bahadoor, the Martyr, held from the family of Ausepher the soubahship of the Carnatic, and the Sicacole, Rajahmundry, etc, Circars (belonging to the soubahship of Ferkunde, Booncaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant and the date of this discharge, all accounts and demands of the Circar have been settled and forgiven, every pice and every cash, and their remains now, under no pretence whatever, either to myself, my children, or brothers, as well for past, present, or future, any demands, either upon you, your children, or heirs, on account of the soubadarry or foudarry pesheush, or the Dewanny Rockshigurry, Meer Autshi, etc, charges, in proof of which I have written this paper, by way of discharge, that it may hereafter appear

TRANSLATION of a SUNNUD, under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times the killadarship of the fort of Chunpoora (belonging to the Circar of that name, and dependent upon the soubahship of Hyderabad), together with the jaghire annexed thereto, and the troops belonging thereto exempt from all chout, agreeable to what is mentioned in the zimir or back of this Sunnud, has been given and conferred by way of ultumrah to Nusseer-ool Moolk Intzam-ood Dowlah Mahomed Sullabut Khan Bahadoor Nusseer Jung, that he the said Nusseer-ool-Moolk may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops, according to the established custom, you, therefore, the zemindars and deesmoolkees, esteeming the said Nusseer-ool-Moolk as invested with absolute powers in the killadarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said fort

Esteem this as an order, and obey it accordingly.

On the back of the Sunnud is the petition reciting the contents of the Sunnud

The Sunnud of the killadarship of the fort of Coltur (belonging to the soubahship of Vizimpor) to Muddam-ool-Moolk Roshun-ood Dowlah Hauphiz Mahomed Munnawur Khan Bahadoor Bahadoor Jung, runs the same as that for the fort of Chunpoora (excepting that the whole of the jaghire is mentioned in this), the date is also the same as the other.

The whole of the Sunnuds are endorsed by the Muttasuddes of the Dewanny Mustouphy and Huzoor offices, and copies of all have been registered in their books

NO LXXXI.

TREATY of ALLIANCE with BAZALUI JUNG, 1779

HEADS of a TREATY of FRIENDSHIP and ALLIANCE between the NAWAB AMLEI OOL OMRAH SHUJAH OOL MOOLK BAHADDOOR, and the GOVERNOR and SELECT COMMITTEE of FORT ST. GEORGE, in behalf of the ENGLISH EAST INDIA COMPANY—1779

ARTICLE 1.

The English Company agree to rent from the Nawab Shujah-ool-Moolk Bahadur the Circar of Moortizanugger, commonly called Guntoor, clear of

selundy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there

ARTICLE 2

We, the English Company, shall always have at heart the good and prosperity of the Nawab Shujah ool Moolk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want (the quota to be settled hereafter), who will remain with him constantly and obey his instructions. They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an troops are on no account to be carried mindars dependent upon him. If his going to visit his brother, the Nawab Nizam ood-Dowlah Bahadoor, their troops shall attend him and be always with him.

ARTICLE 3

The expenses of their troops shall be regulated by the Company's custom, and the accounts having been signed by the Nawab shall be paid monthly from the rent of the Guntoor Circar. The remainder of the rent shall be regularly remitted in soucar bills to the Nawab. In case of any improper behaviour or disrespect shown by the commanding officer or any other European officer of our troops, upon representation being made to us by the Nawab, we shall remove such officer and appoint another in his room.

ARTICLE 4

If the Nawab Shujah ool Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nawab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the ryots and the servants of the Nawab, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nawab, and shall not protect or countenance them in any shape. In case of any dispute, where the Nawab's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE 5

The customary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The fort and jaghire villages of Condavir shall remain under the management of the servants of the Nawab, but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the Mulladar.

ARTICLE 6

If the Company shall demand a body of horse from the Nawab, he shall let them have a number according to his abilities, and the said cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall be required is finished.

These Articles we promise in general to fulfil on our part, until a more full and explicit Treaty can be drawn out, which shall be drawn out as soon as possible

Witness our hands and the seal of the Company, in Fort St. George, the 27th day of April 1779.

SUNNUD FROM BAZALUT JUNG.

Ameer ool Oomrah
Shujah ool Moolk,
Amud ood Dowlah
Meer Mahomed Serif Khan,
Bahadoor,
Bazalut Jung
the devoted servant of his
glorious majesty,
Shah Allum
Bahadoor

To all deesmoockees, zemindars, deespondees, and tenants of the Circar of Moortisanugger, commonly called Guntoor, be it written.

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phaseley 1188.

You are therefore to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Circar (Government). After this a fresh Sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12th Mohrem, in the 1193rd year of the Hegira.

No LXXXII.

TRANSLATION of the NIZAM'S ORDER to SEYF JUNG for the surrender of the GUNTOOR CIRCAR to the COMPANY, delivered to CAPTAIN KENNAWAY, the Resident, at the Nizam's Darbar, the 18th September 1788.

At this time Captain Kennaway, being come to the presence on the part

of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company, you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company without opposition, and with your jumma wausil bankee account, your own effects, and whatever is with you belonging to government, repair to the presence.

A true translation of what was delivered to Captain Kennaway as a copy of the sealed order sent to him for Seyf Jung.

(Sd) N. B. EDMONSTON,

Assistant to the Department.

No. LXXXIII.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM, deemed equal to a Treaty, written 7th July 1769.

Your Highness's letter, containing strong expressions of friendship, was presented to me by Meer Abdool Cassim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal communication of Meer Abdool Cassim, and the sincere and friendly sentiments which I have discovered Your Highness to be impressed with towards me have induced me to show the confidence I place in Your Highness's declaration, by candid and explicit conversations with Meer Abdool Cassim on subjects of the highest importance; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reserve to Your Highness what has occurred to me relative to them.

It was with no small concern I found on my arrival, in charge of the control of all the Company's affairs, that one of the eventual and most essential points of the Treaty of friendship and alliance made in 1768, between Your Highness and the Company, remained unexecuted on both sides, *viz*, the surrender of the Guntoor Circar to the Company, and the regular discharge of Your Highness's demand for the peshcush from the Company. Anxious, notwithstanding, that by urging the due performance of this Article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negotiations on the subject until I was convinced that Your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this Article of the Treaty; and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the peshcush for the Northern Circars.

I then deputed Captain Kennaway to Your Highness's Court, with instructions to make the demand of the Guntoor Circar by virtue of the Treaty of 1763, to assure Your Highness of my firm intention to discharge the balances, upon fair statement, due to Your Highness on account of the peshcush; and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Your Highness's immediate compliance to deliver up the Guntoor Circar to the Company, and have assured Your Highness of my firm intention to persevere in a strict system of faith to prove the sincerity of Your Highness from a desire to testify to Your sentiments, entered into a full discussion of every Article with Meer Abdool Cassim, in order that such parts of it as are undefined and bear an obscure and doubtful meaning, may be so explained as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the Government of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy Your Highness of the propriety of my declining the proposal of Meer Abdool Cassim for entering into a new peshcush, by mortgaging a portion of the the faith of the English nation pledged for the

In proof of the sincerity of my intentions that the Treaty should be carried into full effect, I agree that, in the sixth Article of the Treaty, the words "whenever the situation of affairs will allow such a body of troops to march into the Deccan," shall be understood to mean, that the force engaged for by this Article, viz, two battalions of sepoy and six pieces of cannon, manned by Europeans, shall be granted whenever Your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, viz., Pundit Pirdhun Peishwa, Ragojee Bhoosla, Madajee Sindia, and the other Mahratta Chiefs, the Nawab of Arcot and Nawab Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number shall not consist of less than eight hundred men each. That the six field pieces shall be manned with the number of Europeans which is usual in time of war. That the expense to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force when employed on service in the field, and that this expense be as per separate two months, or sooner if shall be charged with the territories until it quits.

tion of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur to put such a force in state fit for service

I have so fully discussed the Articles of the Treaty that relate to the Nawab of Arcot and the Carnatic, on the representation of Meer Abdool Cassim, that a mere reference to the Articles themselves will inform Your Highness of the full force of my arguments and although the long existing friendship between the Nawab and the Company might be urged as further ground for declining the proposal of Meer Abdool Cassim, his right to the possession of the Carnatic Payen Gaut is fully established and admitted by the seventh and eighth Articles and papers appertaining to them, there can therefore be no necessity for troubling Your Highness with other reasons

In regard to the Articles relative to the Dewanny of the Carnatic Ballagante, Your Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world, but should it hereafter happen that the Company should obtain possession of the country mentioned in these Articles, with Your Highness's assistance, they will strictly perform the stipulations in favour of Your Highness and the Mahrattas Your Highness must be well assured that while Treaties of peace and friendship exist with any Chief, negotiations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavourable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negotiations could be carried on rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances as carry with them impediment and hinderance to good order and government, without bearing the smallest advantage to either side, should be so changed as to produce the good effects expected from Treaties, and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other powers of the Deccan, I agree that in future either party, without a breach of Treaty, shall be at liberty to receive or send vaquels to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition that the object of such intercourse or correspondence be not hostile to either of the governments

I have in many instances, as well through Captain Kennaway as to Meer Abdool Cassim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1765, and to live in perpetual amity and friendship with Your Highness, and Your Highness will be convinced, from the explanations I have given to those Articles in the Treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter on grounds fair and liberal But it is necessary, in consideration of the subjects of conversation with Meer Abdool Cassim, that I should point out to Your High-

ness that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the King and Company of England,

with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abdool Cassim that in any shape tend to alter the spirit of that Treaty. A further argument to impress Your Highness with the propriety of this determination is the sanction and support of His Majesty and the Company of England of those measures that coincide with their instructions. I have mentioned this circumstance merely to assure Your Highness of the strength of my assertions and the value of my engagements in regard to the Guntoor Circar and the other Articles of the Treaty, and I trust that this clear explanation of the ambiguous Articles of the Treaty will render it effectual, and will afford Your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new Treaty with Your Highness through Meer Abdool Cassim, for the reasons above assigned, yet Your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Government in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments I beg leave to refer Your Highness to Meer Abdool Cassim, whom I have considered during this negotiation as faithfully attached to Your Highness fully acquainted with Your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two governments. I have accordingly communicated to him without reserve all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if Your Highness were present, nevertheless, as Your Highness's concurrence and approbation are necessary to give a final sanction to the Articles discussed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

Extract from the Journals of the House of Commons 15th March, 1792

Resolved, that it appears that Earl Cornwallis's letter, dated the 7th July 1769, to the Nizam, was meant to have, and has had, the full force of a Treaty executed in due form.

No. LXXXIV.

TREATY with the NIZAM—1790.

TREATY of OFFENSIVE and DEFENSIVE ALLIANCE between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, the NAWAB AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, and the PEISHWA, SEWOY MADHO RAO NARAIN PUNDIT PRUDHAN BAHADOOR against FULTI ALI KHAN, known by the denomination of TIPPoo SULTAN, settled by CAPTAIN JOHN KENNAWAY on the part of the said HONOURABLE COMPANY, with the said NAWAB AUSUPH JAH, by virtue of the powers delegated to him by the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, K G, GOVERNOR-GENERAL IN COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES

ARTICLE 1.

The friendship subsisting between the three States agreeable to former Treaties shall be increased by this, and between the Honourable Company and His Highness the Nizam, the three former Treaties concluded with the late Salabut Jung, through Colonel Ford, in the year 1759, with the Nizam through General Calliaud in the year 1766, and the Treaty of 1768 with the Madras Government, together with Lord Cornwallis's letter of the 7th July 1789, which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may by the present Treaty be otherwise agreed to, and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto

ARTICLE 2

Tippoo Sultan, having engagements with the three contracting powers, has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him and deprive him of the means of disturbing the general tranquillity in future

ARTICLE 3

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nawab Ausuph Jah of the actual com-

mencement of hostilities between the Honourable Company's force and the said Tippoo, and on Mr Malet's announcing the same to Pundit Prudhan, the forces of the said Nawab Ausuph Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nawab and Pundit Prudhan will seriously and rigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus

ARTICLE 4

If the Right Honourable the Governor General should require a body of cavalry to join the English forces, the Nawab Ausuph Jah and Pundit Prudhan shall furnish to the number of 10,000 to march in one month from the time

cavalry to be defrayed monthly by the Honourable Company at the rate and on the conditions hereafter to be settled

ARTICLE 5.

If in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall to the utmost of their powers exert themselves to relieve the said party and distress the enemy

ARTICLE 6

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts and what ever Circar or government may become possessed of from the time of each party commencing hostilities, but should the Honourable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc, due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE 7

The under-written polygars and zemindars, being dependent on the Nawab Ausuph Jah and Pundit Prudhan, it is agreed that on their territories, forts, etc, falling into the hands of any of the allies, they shall be re established therein, and the nuzzurana that shall be fixed on that occasion shall be equally divided amongst the allies. But in future the Nawab Ausuph Jah and Pundit Prudhan shall collect from them the usual peshcush and Lundnee which have been heretofore annually collected, and should the said polygars

wards the Nawab or Pundit Prudhan, or of their peshcush and kundnee, the said o be at liberty to treat them as may be judged proper. The Chief of Shanoor is to be subject to service with both the Nawab and Pundit Prudhan, and should he fail in the usual conditions thereof, the Nawab and Pundit Prudhan will act as they think proper.

List of the Polygars and Zemindars

Chittledroog
Annugoondy
Henponelly
Jillaree
Roydroog
Heychungoondah

Cunnagheery
Kittoor
Hannoor
The district of Abdul Hakeem Khan,
the Chief of Shanoor

ARTICLE 8

To preserve as far as possible consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other shall be duly attended to consistent with circumstances and the stipulations of this Treaty

ARTICLE 9

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence, and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others

ARTICLE 10

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers

ARTICLE 11

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nawab, Captain Kennaway has delivered to His Highness the Nawab one copy of the

same in English and Persian, signed and sealed by himself; and the Nawab has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nawab in sixty-five days a ratified copy from the Governor-General, on the delivery of which the Treaty executed by Captain Kennaway shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shawwal, 1204 Hegira, or 4th of July 1790 E. S.

Ratified by the Governor-General in Council, the 29th day of July 1790.

Honourable
Company's
Seal

(Sd) CORNWALLIS.

„ CHARLES STUART

„ PETER SPEKE.

„ E. HAY,

Secretary to Government.

SEPARATE AGREEMENT with the NIZAM—1790.

ARTICLES of AGREEMENT between HIS HIGHNESS the NIZAM and the EAST INDIA COMPANY for sending the battalions on their march from Bengal—1790.

ARTICLE I.

From four to six battalions of the Bengal detachment shall be sent to His Highness the Nizam, under the command of an experienced officer, together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battalions), for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor-General, Lord Cornwallis. The orders of His Highness, either for their operations in the field or for carrying on peaceable operations, shall be subject to mutual consultation between the Commanding Officer and the Nizam, or a man of experience, and versed in the rules of war.

ARTICLE 2

The pay of the said detachment shall be charged to His Highness from the period of its arrival at Vagtour, or of its junction with His Highness's army

ARTICLE 3

The pay of the said detachment shall be defrayed from the receipts from Tippoo's country, that is, what accrues from the present war but if delay should occur in those expected receipts the Company shall pay the expenses out of the peshcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by His Highness

ARTICLE 4

Whenever a letter from Lord Cornwallis requiring the dismissal of the said detachment shall arrive, provided it is at leisure from service, and as soon as His Highness shall think proper to dismiss them, there shall be no hesitation on either side.

ARTICLE 5

Whatever plunder shall fall into the hands of the said detachment shall be given up to His Highness, excepting only any considerable open or concealed treasure which agreeable to the second Article of the Treaty, is to be divided amongst the three confederates

ARTICLE 6

A proper body of experienced and
trustworthy Officers, agreeable to the
th the battalions,

FORM of CAPTAIN JOHN KENNAWAY's signature

An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above Articles, which I shall transmit to Lord Cornwallis, and request a speedy answer

(Sd) JOHN KENNEDY

A true translation

(Sd) N. B EDMONSTON.

A.B —The Nazam's signature is affixed to every Article

No. LXXXV.

TREATY with the NIZAM, with two separate Articles—1798.

AN enlarged perpetual SUBSIDIARY TREATY between the
HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and
HIS HIGHNESS THE NAWAB NIZAM-OOO-MOOLK AUSUPH
JAH BAHADOOR, SOUBADAR of the DECCAN, his children,
heirs, and successors, settled by CAPTAIN JAMES ACHILLES
KIRKPATRICK, by virtue of the powers delegated to him
by the RIGHT HONOURABLE RICHARD, EARL of MORNING-
TON, KNIGHT of the MOST HONOURABLE ORDER of ST.
PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOUR-
ABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL,
appointed by the HONOURABLE COURT of DIRECTORS of the
said HONOURABLE EAST INDIA COMPANY to direct and con-
trol all their affairs in the EAST INDIES.

Whereas His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor has,
from the greatness of existing friendship, expressed a desire for an increase
of the detachment of the Honourable Company's troops at present serving
His Highness, the Right Honourable Earl of Mornington, Governor-General,
has taken the proposals to that effect into his most serious consideration, and
the present juncture of affairs, and the recent hostile conduct and evil designs
of Tippoo Sultan, as fully evinced by his sending ambassadors to the Isle of
France, by his
the French
body of French
T ive and defensive, with
by actually receiving a
mediate pay, rendering it
indispensably necessary that effectual measures for the mutual defence of their
respective possessions should be immediately taken by the three allied Powers,
united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid
Governor General in consequence empowered Captain James Achilles Kirk-
patrick, Acting Resident at the Court of His Highness the Nizam, to enter,
in behalf of the Honourable United English East India Company, into
His
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ARTICLE 1.

Such parts of the letter from Earl Cornwallis to His Highness the

Nizam, dated the 7th July 1789, and which has always been considered in the light of a Treaty, as relate to the stationing of troops with His Highness, are to be considered as in full force, that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peishwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

ARTICLE 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often and in such manner as the Company's government may require, provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highness

ARTICLE 3

The proposed reinforcement of subsidiary troops shall be in the pay of this State from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force, which including the present detachment is to amount to six thousand sepoys with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rupees 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is Rupees 24,17,100. The said sum shall be completely discharged in the course of the year, by four equal instalments, that is, at the expiration of every three English months, the sum of Rupees 6,04,275 in silver, of full currency, shall be issued without hesitation, from His Highness's treasury and should the aforesaid instalments happen to fall at any time the least in arrears, such arrears shall be deducted, notwithstanding objections thereto, from the current list of peshcush payable to His Highness on account of the Northern Circars. Should it at any time so happen, moreover, that delay were to occur in the case of the instalments, at stated periods, in certain districts in adequate to the dis

ARTICLE 4

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted agreeably to the practice that obtained with the former detachment. A place likewise shall be fixed on as the head-quarters of the said force, where it shall always remain, except when services of importance are required to be performed, and whenever either the whole or part of the said force is to be employed in the service of the State, a portion of the said force is to be servant of this C and officers of t manner suitable to the greatness and dignity of both States

arise between the two States, namely, that of the Nawab Ausuph Jah Bahadur and of Rao Pundit Prudhan, in such case the English Government here-

sion against the Circular of Rao Pundit Prudhan, and in the event of such a case, the English Government, and justice, may determine upon shall, with full approbation and acquiescence.

ARTICLE 9

All former Treaties between the English and the government of the Nawab Ausuph Jah and the Peishwa remain in full force. Should hereafter the Rao Pundit Prudhan express a desire to enter into subsidiary engagements, similar to the present with the Company, the Nawab Ausuph Jah will most readily give his concurrence.

ARTICLE 10.

This enlarged subsidiary Treaty, consisting of ten Articles, being this day settled by Captain Kirkpatrick with the Nawab Ausuph Jah Bahadur, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nawab, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself, and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor-General, in every respect the counterpart of the one executed by himself, and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

(Ed.) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLES appertaining to the TREATY with the NIZAM.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY TREATY concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR on the 1st of September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam

the stipulation in the sixth Article of the subsidiary Treaty, respecting the delivering up of the French, is agreed to be made a separate one, His Highness hereby engages that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Circar, but in the custody of the Company's troops, and upon the reorganization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be given to all talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expense and with as little restraint as possible to England, and from thence be sent by the first favourable opportunity to France, without being detained for a cartel or exchange of prisoners.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213

(Sd.) J. A. KIRKPATRICK,
Acting Resident

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY TREATY concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADOOR, on the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213

No correspondence on affairs of importance shall in future on any account be carried on with the Circar of Rao Pundit Pradhan, or with any of his dependants, either by the Nawab Ausuph Jah Bahadoor or by the Honourable Company's government, without the mutual contracting parties, and whatever transactions, may in future take place with the aforesaid Indants, a reciprocal communication of the same shall be made to the other contracting party without delay and without reserve.

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby ul-Awul, Anno Hegiræ 1213

(Sd.) J. A. KIRKPATRICK,
Acting Resident

Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, K.P., Governor

tionate number of troops to be employed in the service of His said Highness, making the share of His Highness as follows —

	Canteral Pagodas
Estimated value of the territory specified in the Schedule B according to the statement of Tippoo Sultan in 1792	6 07 332
Deduct personal jaghire to Meer Kummer ood deen Khan Rupees 2 10,000 or	70 000
Remains to the Nawab Nizam ood Dowlah Ausuph Jah Bahadoor	5 37 332

ARTICLE 3

It being further expedient, for the preservation of peace and tranquillity and for the general security of the foundations now established by the con-
 o the
 and
 land,
 lying to the westward of the main island, and bounded on the west by a
 nullah called the Mysore Nullah, which falls into the Cauvery near Chenagal
 Ghaut) shall become part of the dominions of the said Company, in full right
 and sovereignty for ever

ARTICLE 4

A separate government shall be established in Mysore, and for this purpose it is stipulated and agreed that the Maharajah Mysore Krishna Rajah Oodraiver Bahadoor, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described upon the conditions hereinafter mentioned

ARTICLE 5

The contracting powers mutually and severally agree that the districts specified in Schedule C hereunto annexed, shall be ceded to the said Maharajah Mysore Krishna Rajah, and shall form the separate government of Mysore, upon the conditions hereinafter mentioned

ARTICLE 6

The English East India Company Bahadoor shall be at liberty to make such deductions from time to time from the sums allotted by the first Article of the present Treaty for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families, and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions or the territories of the Rajah of Mysore, then the said English East India Company Bahadoor shall be at liberty to limit or suspend entirely the payment of the

whole or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families

ARTICLE 7.

HIS HIGHNESS the Peishwa Rao Pundit Prudhan Bahadoor shall be invited to accede to the present Treaty, and although the said Peishwa Rao Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East India Company Bahadoor and his Highness the Nawab Nizam-ood Dowlah Ausuph Jah Bahadoor), yet, for the maintenance of the relations of friendship and alliance between the said Peishwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nawab Nizam ood Dowlah Ausuph Jah Bahadoor, and Maharajah Mysore Kishna Rajah Bahadoor, it is stipulated and agreed that certain districts, specified in Schedule D hereunto annexed, shall be reserved for the purpose of being eventually ceded to the said Peishwa Rao Pundit Prudhan Bahadoor in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty, provided, however, that the said Peishwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty in its full extent within one month from the day on which it shall be formally communicated to him by the contracting parties, and provided also that he shall give satisfaction to the English East India Company Bahadoor, and to His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with regard to certain points now depending between him, the said Peishwa Rao Pundit Prudhan Bahadoor and the said Nawab Nizam ood-Dowlah Ausuph Jah Bahadoor, and also with regard to such points as shall be represented to the said Peishwa, on the part of the English East India Company Bahadoor, by the Governor-General or the British Resident at the Court of Poonah

ARTICLE 8

If, contrary to the amicable expectation of the contracting parties, the said Peishwa Rao Pundit Prudhan Bahadoor shall refuse to accede to this Treaty or to give satisfaction upon the points to which the seventh Article refers, then the right to and sovereignty of the several districts hereinbefore reserved for eventual cession to the Peishwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English East India Company Bahadoor, and the said Nawab Nizam ood-Dowlah Ausuph Jah Bahadoor, who will either exchange them with the Rajah of Mysore for other districts of equal value more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper

ARTICLE 9

It being expedient, for the effectual establishment of Maharajah Mysore Kishna Rajah in the Government of Mysore that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed that the

whole of the said force shall be furnished by the English East India Company Bahadoor, according to the terms of a separate Treaty to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharajah Mysore Krishna Rajah Oodiavar Bahadoor

ARTICLE 10.

This Treaty, bearing date the 11th day of the month of May, 1814, Anno Domini 1214, was signed by the Honourable Colonel Arthur Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid; and by Meer Allum Bahadoor, on the part and in the name of His Highness the Nawab Nizam ood-Dowlah Ausuph Jah Bahadoor, the said Lieutenant-General Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, have delivered to Meer Allum Bahadoor one copy of the same, signed and sealed by themselves, and Meer Allum Bahadoor has delivered to Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, another copy of the same, sealed by himself, and Lieutenant-General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, and Meer Allum Bahadoor, severally and mutually engage that the said Treaty shall be respectively ratified by the Right Honourable the Governor-General under his seal and signature within eight days from the date hereof, and by His Highness the Nawab Nizam ood-Dowlah Ausuph Jah Bahadoor, within twenty five days from the date hereof.

The Nizam's
Seal.

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799

(Sd) J. A. KIRKPATRICK,
Resident.

Schedule A.

THE COMPANY'S SHARE.

The following districts from Nuggur or Bidnore

	C	Pagodas	F	C	C	Pagodas	F	C
Korial (Mangalore) Bekul and Neliceram	1	33 662	7½	0				
Karkul	11	393	2½	0				
Barkco	48	389	8½	0				
Khoolshaulpore	26	361	7½	0				
Bulkul		9,177	0½	0				
Garsopah		9,192	0½	0				
Hunavur (Onore)	17,492	9½	0					
Mirjaun	8,953	4½	0					
Anoolah Punchmahl, and Shedasooghur (or boonda Pa, en Gaut)	28	332	2	0				
Bilghny					2,02	915	2½	0
					18,929	4½	0	
<i>Coimbatore, etc, &c</i>								
Coimbatore	80	000	0	0				
Danaincotah	35	000	0	0				
Cheoor	27	000	0	0				
Chinjny	27	000	0	0				
Darapoor Chuckerghery	64	000	0	0				
Settimungalum	30	000	0	0				
Undoer	8	000	0	0				
Perandoora	14	000	0	0				
Vizimungal (Aravarcourchy)	20	000	0	0				
Errode	20	000	0	0				
Coroor	41	000	0	0				
Coodgully	15	000	0	0				
Caveryporam	4,000	0	0					
					3	85 000	0	
<i>Wynaad (from Amudnugur Chickloor) from Talooks belonging to Seringapatam</i>								
Panganoor	15,000	0	0					
Suttikal Alambady and Kodahully	15	200	0	0				
Onsore	18	096	0	0				
Decanicotah and Ruttungeery	14	000	0	0				
Veccatigyracoth	6	000	0	0				
Ankugusgeery and Solageery	4,000	0	0					
Bangloor	3,000	0	0					
Talmulla and Talwoddy (2 Talooks of Hurdun hully)	5	000	0	0				
					80	296	0	0
					7	77 170	6½	0
Deduct provision for the maintenance of the families of Hyder Ali Khan and of Tippoo Sultan, Star Pagodas 2,00 000					2	40 000	0	0
Remains to the Company	Cantera	Pag	d	as	5	37,170	6½	0

Schedule B.
THE NIZAM'S SHARE.

Gooly.

	C Pagodas	F	C	C Pagodas	F	C.
Fyee Hussur Kubal	15 568	0	0			
Kona Koomlah	7,500	0	0			
Pamri	11,000	0	0			
Wurjer Kurroor	8,998	1	0			
Yursutty Murajcherroo	5,902	0	0			
Bheim Rapah	4,800	0	0			
Muttoor	2,700	0	0			
Pravalli Munnimong	9,426	3	0			
Chenumpilly	8 951	8	0			
Mulkaira Kooboo	22 251	8½	0			
Koortunni	8 800	0	0			
Yarki	22 673	1	0			
Pennacoondah				1,28 571	1½	0
Murrogseera				60 000	0	0
Hundytenantpoor . . . . .	...			8 000	0	0
Kongoor (remainder of)				16,000	0	0
Kunchundgoondy (remainder of)				11 629	0	0
Of Gurrumconda, all the districts not ceded in 1792				10,000	0	0
Puttungheery (from Seringapatam)				1,85 810	0	0
Hydroog (6 Talooks)				10,000	0	0
Kurnool Pesheush . . . . .	..			1 02 836	0	0
From Chitteldroog Jerrynulla (1 Talook)				66 666	0	0
				7,800	0	0
Deduct personal jaghirs to Kummier-ood Khan and relations				6 07,332	1½	0
				70,000	0	0
Remains to the Nizam				5 37,332	1½	0

Schedule C.

Districts ceded to Maharajah Mysore, Krishna Rajah Wodeyar Bahadur.

TALOOKS BELONGING TO SERINGAPATAM.

	C Pagodas	F	C	C Pagodas	F	C.
Putton Attorkrun	11,000	0	0			
Mysore Attorkrun or Rehmat Nazeer	11 500	0	0			
Nuzzer Bar	14 000	0	0			
Hurdonhully	15 000	0	0			
Pernapatam	6,200	0	0			
Maddoor	13,200	0	0			

Schedule C.—continued

	C	Pagoda	F	C	C	Pagoda	F	C
Hetghur Dewancotah	.	8 000	0	0				
Betudapoor	.	7 000	0	0				
Tyoor	.	8 000	0	0				
Yelandoor	.	10 000	0	0				
Malwelly Yolinahbad	.	9 000	0	0				
Tulkar Sosilah	.	8 100	0	0				
Nursipoor	.	10 200	0	0				
Yert orah	.	7,200	0	0				
Bailoor	.	15 700	0	0				
Arkulgoor	.	4 300	0	0				
Chinipatam	.	12 100	0	0				
Bellum (Mangirabad)	.	10,000	0	0				
Hussen	.	7 900	0	0				
Honawully	.	9 400	0	0				
Nagmangul	.	4 700	0	0				
Belloor	.	3 100	0	0				
Maharage Droog	.	10 000	0	0				
Gram	.	3 500	0	0				
Rangbeery	.	7 400	0	0				
Turkarumb	.	7 400	0	0				
Ahmudnugger Chiskloor	.	10 000	0	0				
Kurp	.	12 000	0	0				
Tornoy Khaira	.	9 000	0	0				
Coonydghul	.	5 008	9	0				
Hooloordroog	.	4 000	0	0				
Kirkairy	.	4 065	0	0				
Chennyputtan	.	9 133	0	0				
Nooggairly	.	3 000	0	0				
W.	6 100	0	0				
W.	6 200	0	0				
W.	10 000	0	0				
W.	7 000	0	0				
Nidghul	.	6 000	0	0				
Pas_hur	.	10 000	0	0				
Hagulwary	.	12 000	0	0				
Goemnaipollum	.	10 000	0	0				
Bangalore	.	55 000	0	0				
Magry	.	8 400	0	0				
Mudgeney	.	36 000	0	0				
Coorjgherry	.	4 000	0	0				
Cankanbelly	.	8 900	0	0				
Nulwung and Doonbillah	.	16 000	0	0				
Anicul	.	10 300	0	0				
Byroodroog	.	4 000	0	0				
Hyboor	.	7 000	0	0				
Dewanbelly	.	20 045	0	0				
Ootradroog	.	5 000	0	0				
Chinroydroog	.	8 000	0	0				
Toomkoor and Dearoy	.	18 000	0	0				
Nidgegul and Macki droog	.	16 000	0	0				
Kundykeera and Chillaighelly	.	26 000	0	0				
Chota Balapoor	.	80 000	0	0				
					4 60 811	9	0	

Schedule C.—concluded.

	C. Pagodas. F. C.	C. Pagodas F. C.
Colar	80,000 0 0	
Jungumeotah	13,000 0 0	
Chuckmoogalum	8,134 4 0	
Kudoor	7,129 7½ 0	
<i>Serra (remainder of).</i>		3,17,500 1½ 0
Serra and Amrapoor	55,000 0 0	
Hoosuttat	50,754 0 0	
Barra Lalapoor	44,000 0 0	
<i>Nuggur above Ghaut.</i>		1,40,754 0 0
Kusbah	29,145 4½ 2	
Coolydrong	28,818 0½ 2	
Koompsee	8,094 2½ 0	
Kope	22,868 5½ 2	
Wasthara	6,818 9 0	
Eckairy and Sagur	39,411 0½ 2	
Ghooty (Hoably)	11,006 8½ 0	
Surbtowanundy	10,458 0½ 2	
Terryanwitty	17,424 0 0	
Shikarpoor	11,774 0½ 0	
Anuntapoor	10,191 9½ 0	
Lakouly-danwas	11,629 6½ 1	
Oodgunny	13,614 1½ 0	
Jimoga	16,883 5 0	
Hooghonore	6,583 5½ 1	
Biddery	10,835 5 2	
Chingeery Beswapatam	22,091 1½ 3	
Terry-keerah	14,076 4½ 2	
Aziunpor	10,696 2½ 3	
<i>Chittledroog (remainder of) 12 Talooks</i>		3,02,417 6 6
Kusbah	20,874 7½ 1	
Deen Samendar	12,148 4 2	
Doodiary	12,984 9½ 0	
Husdroog	11,936 2½ 3	
Mattoor	10,392 3½ 2	
Murkal Murroo	12,662 9½ 3	
Tallick	11,854 0½ 0	
Burm Sagur	10,163 6½ 0	
Kurkopah	12,542 0½ 2	
Bikhoor	10,683 1½ 2	
Hinoor	10,010 0 2	
Goodycottah	11,330 6½ 3	
		1,49,583 1½ 9
Deduct two Pergunnahs of Hurdunbilly, viz., Talman and Talweddy, included in the Company's share		5,000 0 0
Canterai Pagodas		13,74,076 8 1

Schedule D

The Peishwa's share

Harponellr (6 Talooks) . . .		C Pagodas. F C.	1 10 030 8½ 0
Soonda (above the Ghauts)			59 377 0 0
Annagoordy			60 101 0 0
<i>From Chittledroog two Talooks viz—</i>			
Holubkara	C Pagodas. F C.	11 493 4½ 0	
Mycoundah		12,226 9½ 0	
			23 652 3 0
<i>From B dnore one Talook viz—</i>			
Hurryhur			10706 0 0
Cantera: Pagodas			2 63 957 3½ 0

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799

(Sd) J. A. KIRKPATRICK,
Resident

SEPARATE ARTICLES of the TREATY with the NIZAM

SEPARATE ARTICLES appertaining to the TREATY of MYSORE, concluded on the 22nd of June 1799 (corresponding to the 17th of Mohurrum Anno Hegiræ 1214) between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR and the NAWAB NIZAM-OD-DOWLAH AUSUPH JAH BAHADOOR

ARTICLE 1

With a view to the prevention of future altercations, it is agreed between His Highness the Nawab Nizam-ood Dowlah Ausuph Jah Bahadoor and the Honourable English East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tippoo Sultan, or the personal jaghire of Meer Kummer-ood-deen Khan, shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head

ARTICLE 2

And it is further agreed between the contracting parties that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rao Pundit Prudban Bahadoor shall fall to His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the remaining third to the Honourable English East India Company Bahadoor.



Ratified at Hyderabad by His Highness the Nizam on the 18th day of July Anno Domini 1799

(Sd) J. A. KIRKPATRICK,
Resident.

No. LXXXVII.

TREATY with the NIZAM—1800.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOO-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors; settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of ST. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas, by the blessing of God, an intimate friendship and union have

firmly subsisted for a length of time between the Honourable English East India Company and His Highness the Nawab Nizam-ool-Moolk Ausaph Jah Bahadoor, and have been cemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both powers, who, with unim'errupted harmony and concord having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesaid advert- ing to the complexion of the times have determined on principles of precaution and foresight and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever

ARTICLE 1.

The peace, union, and friendship so long subsisting between the two States shall be perpetual, the friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree that all the former Treaties and agreements between the two States now in force and not contrary to the tenor of this engagement shall be confirmed by it

ARTICLE 2

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of the agreement, the Governor-General in Council, on behalf of the Honourable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended

ARTICLE 3

With a view to fulfil this Treaty of general defence and protection, His Highness the Nawab Ausaph Jah agrees that two battalions of sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen shall be added in perpetuity to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honourable East India

Company to His Highness shall henceforward consist of eight battalions of sepoys (or eight thousand firelocks) and two regiments of cavalry (or one thousand horse), with their artillery-men, lascars, and pioneers, ammunition, which force is to be employed in His Highness's territories.

ARTICLE 4

The pay of the above mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness's territories

ARTICLE 5

For the subsidiary and their territories hereby assigned, all the territories acquired by His Highness, under the Treaty of Seringapatam on the 18th March 1792, and also all the territories acquired by His Highness under the Treaty of Mysore on the 22nd June 1799, according to the Schedule annexed to this Treaty

ARTICLE 6

Certain of the territories ceded by the foregoing Article to the Honourable Company being inconvenient, from their situation to the northward of the river Toombuddrah, His Highness the Nawab Ausuph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well defined one, agrees to retain the districts in question, namely, Copul, Guggunderghur, and others (as marked in the annexed Schedule) in his own possession, and in lieu thereof assigns and cedes in full and in perpetuity to the Honourable Company the district of Adoni, together with whatever other territory His Highness may be possessed of, or is dependent on His Highness's Government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers

ARTICLE 7.

The territories to be assigned and ceded to the Honourable Company by the fifth Article, or in consequence of the exchange stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their officers

ARTICLE 8

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article fifth is ascertained and acknow-

ledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected for a long course of years to reach to their said nominal value; and whereas differences might hereafter arise between the contracting parties with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company agrees to accept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force; and therefore to whatever extent or for whatever length of time the actual produce of the said districts shall be found to be less than the amount of the subsidy payable by His Highness the said subsidiary force, no demands shall ever be made upon the treasury of His Highness the said Nizam, on account of any failure of the produce of the said districts, or on account of seasons, from unfavourable crops, or from any other cause. His Highness the Nizam, on his part, renounces all claim to any arrears or balances which may be due to him from the said districts at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by His Highness on account of the said subsidiary force, the true intention and meaning of this Article being that the cession of the said districts and the exchanges stipulated in the sixth Article shall be considered as a final close and termination of accounts between the contracting parties with respect to the charges of the said subsidiary force.

ARTICLE 9.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness the Nizam the Company's officers are prepared to take possession of the said districts, His Highness will order to his officers to deliver over charge of the same to the officers of the Company, and it is hereby stipulated and agreed that all collections made by His Highness's officers subsequent to the date of the said perwannahs or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

ARTICLE 10

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honourable Company with the said districts, and His Highness the Nawab Ausuph Jah engages that the said forts shall be delivered to the Honourable Company as nearly as possible in the same state as that in which His Highness received them.

ARTICLE 11.

HIS Highness the Nawab Ausuph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops from his treasury in the same manner as hitherto observed, until the Honourable East India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness's treasury after their officers shall have obtained possession of the said districts from the officers of His Highness

ARTICLE 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times be ready to enter into amicable explanations with other States and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness the Nawab Ausuph Jah engages that, with the reserve of two battalions of sepoys which are to remain near His Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys and two regiments of cavalry with artillery) joined by six thousand infantry and nine thousand horse of His Highness's army, shall be twelve thousand of artillery, and station for the purposes to employ into the field as supply from his dominions; with a view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner engage on their part, in this case, to employ in active operations against the enemy the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 13.

Whenever war shall appear probable His Highness the Nawab Ausuph Jah engages to collect as many benjarahs as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 14

Grain and all other articles of consumption and provision, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels required for the use of the said army force, shall, in

proportion to its present augmentation, i.e., as heretofore, entirely exempted from duties

ARTICLE 15

As by the present Treaty the union and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue in future any negotiations with any other power whatever without giving previous notice and entering into mutual consultation with the Honourable East India Company's Government, and the Honourable Company's Government on their part hereby declare that they have no manner of concern with any of His Highness's children, relations, subjects, or servants with respect to whom His Highness is absolute

ARTICLE 16

aggression against any power whatever, and in the event of any differences arising whatever adjustment of them the Company's government, weighing matters in the scale of truth and justice, may determine shall meet with full approbation and acquiescence

ARTICLE 17

By the present Treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other, it is therefore hereby agreed that if in future the Shorapore or Gudwall zemindars, or any other subjects or dependants of His Highness's government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to obedience. And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this treaty, His Highness the Nawab Ausuph Jah shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Highness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government in like manner, if required by His Highness the Nawab Ausuph Jah, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose to assist in quelling the said disturbances within His Highness's dominions

ARTICLE 18

Whereas, by the favour of Providence, a perfect union, harmony, and concord, have long and firmly subsisted between the Honourable East India Company, His Highness the Nawab Ausuph Jah, His Highness the Peishwa Rao Pundit Prudhan and Rajah Raghojee Bhooslah, therefore should His Highness Rao Pundit Prudhan and Rajah Raghojee Bhooslah, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both or either of the said powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE 19

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Sindia to be a party to the present Treaty whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient

ARTICLE 20

This Treaty, consisting of twenty Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahad or, Captain Kirkpatrick has delivered one copy thereof in English and Persian signed and sealed by himself, to the said Nawab, who, on his part, has also delivered one copy of the same, duly executed by himself, and Captain Kirkpatrick, by virtue of special authority given to him on that behalf by the Most Noble the Governor General in Council, hereby declares the said
 f, and engages to procure and
 days a copy of the same from
 respect the counterpart of that
 each copy the Treaty executed by
 the additional subsidiary force
 specified in the third Article shall be immediately required by His Highness the Nizam and furnished by the Honourable Company, and all the other Articles shall be in full force from this time

Signed, sealed and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemmalce ul-Akud, Anno Hegira 1215

(Sd) J A KIRKPATRICK,

Resident

SEPARATE and SECRET ARTICLES.

SEPARATE and SECRET ARTICLES appertaining to the TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB AUSUPH JAH BAHADUR on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegire 1215.

ARTICLE 1

The Peishwa Rao Pundit Prudhan shall be admitted to the benefits of this general defensive alliance on the following conditions —

First — Rao Pundit Prudhan shall accept the mediation of the Honourable Company's Government for the amicable adjustment, on the basis of the Treaty of Mah, of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nawab Ausuph Jah

The British Government will also take into consideration the claims of His Highness the Nawab Ausuph Jah to a total exemption from chout, and will arbitrate, on the principles of justice and equity, any question now existing or which shall hereafter arise, relative to the same, between Rao Pundit Prudhan and the Nawab Ausuph Jah, provided Rao Pundit Prudhan shall agree to accept the said arbitration, and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nawab Ausuph Jah to a total exemption from chout.

Secondly — Rao Pundit Prudhan shall give full satisfaction to the Honourable East India Company on the various points depending between him and the British Government in India

Thirdly — If Rao Pundit Prudhan shall agree to the following conditions, the Honourable East India Company and His Highness the Nawab Ausuph Jah will assist him in the restoration of his just authority in the Mahratta Empire

Fourthly — For this purpose Rao Pundit Prudhan shall agree to subsidize in perpetuity such a body of the said Company's troops as shall hereafter be judged necessary for the restoration and maintenance of his authority.

ARTICLE 2.

Rajah Raghojee Blooslah shall be admitted to the benefit of this general alliance on the following conditions —

First — Rajah Raghojee Blooslah shall accept the mediation of the Honourable East India Company's arbitration of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nawab Ausuph Jah and the said

Secondly —Rajah Raghojee Bhooslah shall agree to such equitable interchanges of territory with the Honourable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose

ARTICLE 3

If, contrary to the spirit and object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, until such time as the said advantages and acquisitions shall be the result of the failure of the said parties to adjust the said partition. It is however declared that, in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nawab Ausuph Jah shall be entitled to participate equally with the other contracting parties in the division of every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nawab Ausuph Jah shall have faithfully fulfilled all the stipulations of the preceding Treaty, especially those contained in the twelfth and thirteenth Articles thereof

Signed, sealed, and exchanged at Hyderabad on the 12th October Anno Domini 1800, or 22nd Jemnadee-ul-Awul, Anno Hegira 1215

(Sd) J A KIRKPATRICK,
Resident

SCHEDULE referred to in the TREATY.

SCHEDULE of HIS HIGHNESS the NIZAM's territorial acquisitions by the TREATY of SERINGAPATAM, dated the 18th May 1792, and by the TREATY of MYSORE, dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed TREATY are now, together with the TALOOK of ADONI, and all other talooks situated to the south of the RIVERS TOOMBUDDAH and KISTNAH, ceded in full and in perpetuity to the HONOURABLE EAST INDIA COMPANY.

List of Talooks acquired by the Treaty of Seringapatam.

	C	Pagodas	F	A	P		C.	Pagodas	F.	A.	P.
Sidhout, 6 Talooks	.	81,885	9 $\frac{1}{2}$	1	0	Nussam, 1 Talook	.	17,802	2 $\frac{1}{2}$	0	0
Chinnoor, 6 ditto	.	65,427	4 $\frac{1}{2}$	0 $\frac{1}{2}$	0	Bungumpullur and Chunchumullah, 2 Talooks	.	41,804	9 $\frac{1}{2}$	0	0
Kumlapoor, 4 ditto	.	50,729	3 $\frac{1}{2}$	3	0	Ouak, 1 Talook	.	20,000	0	0	0
Vo oor, 6 ditto	.	70,684	9	2 $\frac{1}{2}$	0	In Goody, 4 Talooks	.	51,782	8 $\frac{1}{2}$	0	0
Budwail, 3 ditto	.	54,883	0	4	0	Bulhary and Kurkoor, 1 Talook	.	23,000	0	0	0
Jumoonul Murrow, 7 Talooks	.	90,643	7	1	0	Weonlahwempelly, 1 Talook	.	12,565	0	0	0
Kummum, 7 ditto	.	1,30,148	2 $\frac{1}{2}$	1	0	Kopaul, 8 Talooks	.	1,06,137	3 $\frac{1}{2}$	1	0
Kunnuckgherry, 3 ditto	.	30,952	4 $\frac{1}{2}$	1	0	Gajjinderghun, 8 ditto	.	1,01,977	9	0	0
Chit Koonlah, 1 Talook	.	11,298	9 $\frac{1}{2}$	0	0	Kunnuckgherry, 1 Talook	.	79,100	0	0	0
Gudtoor, 1 ditto	.	17,846	4 $\frac{1}{2}$	0	0	Singaputtun Oopalwurah, 1 Talook	.	20,000	0	0	0
Coel Konetah, 1 ditto	.	10,224	9	3 $\frac{1}{2}$	0	Hunmuntcond, 1 Talook	.	15,000	0	0	0
Opulpaha, 1 ditto	.	10,098	1 $\frac{1}{2}$	1 $\frac{1}{2}$	0	Busswahpoor, 1 ditto	.	5,000	0	0	0
Nursapoor, 1 ditto	.	8,397	5 $\frac{1}{2}$	3	0	Mokah, 1 Talook	.	12,162	6 $\frac{1}{2}$	2	0
Bisspul, 1 ditto	.	11,074	11 $\frac{1}{2}$	0	0	In the Talook of Kookoor	.	370	2 $\frac{1}{2}$	1	9
Donypahr Wurdwarum, 1 Talook	.	12,402	3 $\frac{1}{2}$	1	0						
Poodtoor 2 Talooks	.	22,979	4	2	9						
Chutwail or Multwaar, 8 Talooks	.	1,30,769	3 $\frac{1}{2}$	1	9						
Monyaupalo, 1 Talook	.	6,000	0	0	0						
						TOTAL	.	13,16,668	6$\frac{1}{2}$	2	0

List of Talooks acquired by the Treaty of Mysore—Gooty (remainder of).

	C	Pagodas	F	A		C	Pagodas	F	A
Fyze Hissur (the fort and dependencies)	.	15,568	0	0	Kookoor (remainder of)	.	11,629	0	0
Kundundlah	.	7,000	0	0	Kunchungoondy	.	10,000	0	0
Paumry	.	11,000	0	0	Gaurameondah	.	1,85,810	0	0
Waukur Kunoer	.	8,998	0	0	Ruttunggherry	.	10,000	0	0
Yarutty Murracheeroo	.	5,902	0	0 $\frac{1}{2}$	Ragdroog, 6 Talooks	.	1,02,806	0	0
Icem Rajah	.	4,800	0	0	Kinnool Painsheush	.	66,666	0	0
Nuttoor	.	2,700	0	0	Junymullah, 1 Talook	.	7,800	0	0
Baly Mutty Murgh	.	9,426	3	0	Umrahpoor Noomautty	.	10,000	0	0
Churtumpully	.	8,951	0	0	Anungoondy	.	60,100	0	0
Mutyharah Huttoor	.	22,251	9 $\frac{1}{2}$	0	Hurpunkully, 6 Talooks	.	1,10,030	8 $\frac{1}{2}$	0
Koondanty	.	8,800	0	0	Wurtahpoor, and sundry other villages in the Chittledroog district	.	5,840	1 $\frac{1}{2}$	0
Yarghy	.	22,673	0	0					
Pencoondah	.	60,000	0	0	TOTAL	.	7,93,300	10$\frac{1}{2}$	0
Minghserrah	.	8,000	0	0					
Hundy Ununtpoor	.	16,000	0	0	GRAND TOTAL	.	21,09,968	5	3

The districts situated north of the Toombuddrah, which conformably to the sixth Article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, as follows:—

	C Pagodas	F	A
Koopul, 8 Talooks	1,06,137	3½	0
" " " " " "	1,01,977	9	0
" " " " north	79,100	0	0
" " " " likewise	8,710	0	0
" " " " "	855	0	0
Retained by His Highness the Nizam	2 96 780	0½	0
Remains to the Honourable Company C Pagodas	18,13,188	4½	3
At			
	8,34,718	12	0

*Signed, sealed, and exchanged at Hyderabad the 12th October A D 1800,
or 22nd Jemaul ul-Awul, A H. 1215*

(Sd) J A KIRKPATRICK,
Resident.

ADDITIONAL ARTICLE of TREATY between the HONOURABLE EAST INDIA COMPANY on the one part, and HIS HIGHNESS NAWAB NIZAM-OOŁ-MOOLK AUSUPH JAH MEER UKBUR ALI KHAN BAHADOOR, SOUBAH of the DECCAN, his children, heirs, and successors, on the other; to be considered as appertaining to the TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE concluded at HYDERABAD on the 12th of October 1800 A.D., or 22nd of Jemmadec-ul-Awul 1215 A.H.

ARTICLE.

In the event (which God however avert!) of joint war breaking out hereafter with any other power, it is hereby agreed that during the continuance thereof all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the forts belonging to each other respectively, and it is hereby further agreed that all officers, whether civil or military, belonging to their government, shall, when requisite, employ all their power and all the resources at their command in facilitating

the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed, and exchanged at Hyderabad this 9th of January 1804, agreeing with 25th Ramzan, A.H. 1218.

(Sd.) J. A. KIRKPATRICK,
Resident.

His Highness's Mark.



(A true copy.)

(Sd.) J. A. KIRKPATRICK,
Resident.

No. LXXXVIII.

COMMERCIAL TREATY with the NIZAM—1802.

TREATY for the IMPROVEMENT and SECURITY of the TRADE and COMMERCE between the TERRITORIES of the HONOURABLE EAST INDIA COMPANY and of HIS HIGHNESS the NAWAB NIZAM-OOL-MOOK AUSUPH JAH, SOUBADAR of the DECCAN; settled by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, CAPTAIN GENERAL and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES in INDIA, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people and to the wealth and power of the State; and

whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity peace and concord between contiguous nations Wherefore the Honourable East India Company and His Highness the Nawab Ausuph Jah, anxious to improve by every possible means the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of commerce between the two States —

ARTICLE 1

As the testimony of the firm friendship, union, and attachment, subsisting between the Honourable Company and His Highness the Nawab Ausuph Jah, the Honourable Company hereby agree to grant to His Highness the use of the seaport of Masulipatam at which the Company is permitted to establish a commercial factory the nature of the Company's government shall require and as shall be adjusted between the Governor General in Council and His said Highness

ARTICLE 2

His Highness's ships bearing his flag shall be entitled at all times to the protection of His Britannic Majesty's and of the Honourable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India upon the footing of the most favoured nations

ARTICLE 3

There shall be a free transit between the territories of the contracting parties of all manufactures, and of the raw materials of each respectively, and of the manufactures, produce, or manufactures of any part of the territories of either of the contracting parties

ARTICLE 4

All rahdarry duties and all duties collected by individual renters or zemindars on goods passing to and from the territories of the contracting parties shall be abolished and all zemindars renters &c, shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties

ARTICLE 5

A duty of five per cent. and no more shall be levied at Hyderabad indiscriminately on all articles of merchandize whatever imported into His Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged and which shall be determined by an invoice authenticated by the seal and signature of the proper Officer on each side. Nor shall any arbitrary valuation of any article or

commodity be admitted to enhance the amount of the duties payable thereon, and the said duties shall be fixed and immutable except by the mutual consent of the contracting parties

ARTICLE 6.

The Honourable East India Company shall on their part adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles the growth produce, or manufacture of His Highness's territories and of guarding the same from all unjust exactions or vexatious imposts whatever

ARTICLE 7

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions shall be collected in the mode prescribed by the fifth Article at Masulipatam alone, or at one or more places according to the convenience of the merchants belonging to His Highness's dominions, and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness's dominions shall in any case pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere

ARTICLE 8

A duty of five per cent and no more shall be levied once by His Highness's Government, and be made payable at Hyderabad on the prime cost of all commodities purchased in His Highness's dominions for exportation

ARTICLE 9

No merchants or traders under the Company's Government shall be allowed to re vend in the dominions of the Nawab aforesaid the productions or manufactures of his territories purchased by them therein Neither shall any grain be exported from the territories of the Nawab aforesaid into those of the Honourable Company — — — — — any more grain be purchased — — — — — for the consumption of — — — — — by agreed that, in cases of necessity, permission shall reciprocally be granted immediately on application for the transportation of grain, free from all duties whatever, into the respective territories of the two contracting powers in Hindostan and Deccan.

ARTICLE 10

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nawab Ausuph Jah, and *vice versa*, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent, according to the terms prescribed in the foregoing Articles With re-

spect to others who do not come under the above description, such as traders from foreign parts or inhabitants of Hyderabad, who have always paid the usual duties, the Kurrarah shall, as heretofore, levy duties from them according to custom

ARTICLE 11

and be established in the re-
the 1st day of September next,
A H 1217, after which day no
in conformity to the stipula-
tions of this Treaty.

ARTICLE 12

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who on his part has also delivered one copy of the same duly executed by himself and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor General in Council hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to his Highness in the space of fifty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself, and on the delivery of such copy, the treaty executed by Major Kirkpatrick shall be returned

Signed sealed, and exchanged at Hyderabad this 12th day of April A D 1502, or 8th day of Zehage, A.H 1816



(Sd) J. A. KIRKPATRICK,

Resident

No LXXXIX.

INSTRUMENT under the signature of the GOVERNOR-GENERAL IN COUNCIL, delivered to the NIZAM (SECUNDER JAH) on his accession to the musnud, recognizing all the former TREATIES and ENGAGEMENTS with NIZAM ALI, deceased—1801.

The friendship and alliance which so firmly and happily subsisted between

His late Highness the Nawab Nizam Ali Khan, Soubadar of the Deccan, and the Honourable Company's government, shall be considered to subsist with equal force and sincerity and shall continue for ever unimpaired between His late Highness the Nawab Secunder Jah, and the Honourable Company's government shall be considered to be in full force to all intents and purposes. And His Excellency the Most Noble the Governor-General in Council hereby declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and Treaties, and that the said engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honourable Company and the signature of His Excellency the Most Noble the Governor-General in Council at Fort William in Bengal this 24th day of August 1803.

ENGAGEMENT between SECUNDER JAH and the COMPANY—1803.

The friendship and union which so strongly and happily subsisted between the late Nawab Nizam Ali Khan Bahadoor (whose soul is in Paradise) and the Honourable Company's government are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and engagements likewise that were contracted with the late Nawab aforesaid are in full force to all intents and purposes, and we hereby declare that we are effectually bound by the engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and engagements shall be duly observed until the end of time.

in duplicate, on the day aforesaid, by His Highness himself to Major James Achilles Kirkpatrick, Resident at the Court of Hyderabad

Anno Domini 1803, answered and signature of Meer Foushal of the Deccan, and delivered

The Seal
of the Nawab
Secunder Jah

(Sd) J. A. KIRKPATRICK,
Resident.

No. XC.

PARTITION TREATY of HYDERABAD with HIS HIGHNESS the
SOUBAHDAR of the DECCAN—1804.

TREATY for the SETTLEMENT of GENERAL PEACE in HINDOSTAN and the DECCAN, and for the CONFIRMATION of the FRIENDSHIP subsisting between the HONOURABLE ENGLISH EAST INDIA COMPANY and its allies, HIS HIGHNESS the SOUBAHDAR of the DECCAN and HIS HIGHNESS RAO PUNDIT PRUDHAN PEISHWA BAHADOOR, settled between the said HONOURABLE COMPANY and the said allies by MAJOR JAMES ACHILLES KIRKPATRICK, RESIDENT of the COURT of HYDERABAD, in virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS and CAPTAIN GENERAL of all the BRITISH LAND FORCES in the EAST INDIES.

Whereas by the terms of the Treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies, with the Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Rao Sindia at Surjee Anjengaum, on the 30th of that month which Treaties have been duly ratified by the Governor-General in Council and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Rao Sindia, to the Honourable Company and its allies, the following Articles of agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies.—

ARTICLE 1.

The province of Cuttack, including the port and district of Balasore, and all cessions of every description made by the second Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues, in participation with His Highness the Soubadar of the

Deccan, and those formerly possessed by Maharajah Senah Sabeb Soubah, to the westward of the river Wurdah, ceded by the third Article of the Treaty of Deogaum, and the territory situated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan, with the exception of the districts reserved to Senah Sabeb Soubah in the fifth Article of the said Treaty of Deogaum

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Rao Sindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohnd, ceded by the second Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company

ARTICLE 4.

The fort of Broach and territory depending thereon, ceded by the third Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 5

The fort and city of Ahmednugger, together with such part of the territory depending thereon as is ceded by the third Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa

ARTICLE 6

All the territories which belonged to Maharajah Dowlut Rao Sindia before the commencement of the late war, situated to the southward of the hills called the Adjunttee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery, ceded by the fourth Article of the Treaty for Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan

ARTICLE 7.

All cessions made to the Honourable Company by any Treaties which have been confirmed by the ninth Article of the Treaty of Surjee Anjengaum shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 8

This Treaty, consisting of eight Articles, being this day, the 17th of

Mohurrun, corresponding with the 28th of April, settled and concluded at Hyderabad by Major James Achilles Kirkpatrick, with His Highness the Nawab Ausuph Jah Meer Ukkur Ali Khan Bahadoor, Soubadar of the Decan, the said Major James Achilles Kirkpatrick has delivered to His said Highness a copy of the same in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nawab Ausuph Jah Meer Akber Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy also in Persian and English, bearing His Highness's seal and signature, and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His said Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble the Governor General in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and His Highness, and the copy of it now delivered to His said Highness the Nawab Ausuph Jah shall be returned.

Done at Hyderabad this 28th day of April Anno Domini 1804 or 17th day of Mohurrun, Anno Hegira 1219

(Sd) J A KIRKPATRICK,
Resident.

No XCI

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS the SOUBADAR of the DECCAN and his CHILDREN, HEIRS, and SUCCESSORS, for the further CONFIRMATION of FRIENDSHIP and UNITY of INTERESTS, concluded through the agency of CHARLES THEOPHILUS METCALFE, Esq, RESIDENT at the COURT of His said HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, KNIGHT of the MOST NOBLE ORDER of the GARTER, KNIGHT, G C, of the MOST HONOURABLE ORDER of the BATH, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the EAST INDIES, and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES—1822

Whereas certain rights, forts, and territories have come into the possession

sion of the Honourable East India Company from the States of Nagpore and Holkar, and in consequence of the reduction and occupation of the dominions of the Peishwa, the following Articles of agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubadar of the Deccan

ARTICLE I

All former Treaties and engagements between the two States now in force and not contrary to the tenor of this Treaty shall be confirmed by it

ARTICLE 2

The arrears of all claims and demands of chout, and of all other claims whatever on the territories or government of His Highness the Nizam, due by His said Highness to the Peishwa are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all chout of every description on account of any part of his possessions

ARTICLE 3.

His Highness the Nizam being desirous of possessing certain of the districts acquired by the late war on account of their situation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

ARTICLE 4

The districts formerly belonging to the Peishwa as specified in the Schedule A, hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

ARTICLE 5

The districts formerly belonging to the Rajah of Nagpore according to
 A. S. B. D. K. A. 3 3
 m of Rupees
 11a, and the
 sovereignty

ARTICLE 6.

The districts of Umber and Ellora, formerly belonging to Maharaj Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373, shall also belong in perpetual sovereignty to His said Highness.

ARTICLE 7.

His Highness the Nizam on his part hereby cedes to the Honourable Company in perpetual sovereignty the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C, hereunto annexed, and also the whole of his rights and possessions

situated within the district of Ahmednuggur as detailed in the said Schedule, the whole being estimated at the annual sum of Rupees 4,31,785-3½.

ARTICLE 8.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurdah, according to the Schedule D annexed to the present Treaty, and estimated to produce an annual revenue of Rupees 75,000

ARTICLE 9.

Certain assignments of chout within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lakh and twenty thousand, having been guaranteed to Appa Dessave and the Putwardhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honourable East India Company in perpetuity.

ARTICLE 10.

His Highness the Nizam also engages to confirm and continue all enams and wurdahuns and all individual and charitable allowances of every description whatever which may have been granted either on the chout payable by His Highness to the Peishwa, or any portion of the districts formerly belonging to the Peishwa and now acquired by His said Highness under the fourth Article of the present Treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwa in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation,* dated the 11th of February 1818.

* Substance of a MANIFESTO PROCLAIMATION issued on the 11th of February 1818 by the HONOURABLE M. ELPHINSTONE, sole Commissioner for the settlement of the territories conquered from the Peishwa.

From the time when Bajee Rao ascended the musnad his country was a prey to faction and rebellion, and there was no efficient government to protect the people. At length Bajee Rao was expelled from his dominions and took refuge in Bassein, where he was dependent on the bounty of Cundee Rao Rastia. At this time he entered into alliance with the British Government, and was immediately restored to the full possession of his authority: the tranquility that has been enjoyed since that period is known to all ranks of men. At Bajee Rao's restoration the country was laid waste by war and famine, the people were reduced to misery, and the government derived scarcely any revenue from its lands; since then, in spite of the farming system and the exactions of Bajee Rao's officers, the country has completely recovered through the protection afforded it by the British Government, and Bajee Rao has accumulated those treasures which he is now employing against his benefactors. The British Government not only protected the Peishwa's own possessions, but maintained his rights abroad. It could not without injury to the rights of others restore his authority over the Malhatta Chiefs, which had expired long before its alliance with him; but it paid the greatest attention to satisfy his admissible demands, and succeeded in spite of many difficulties, in adjusting some and settling others in a train of settlement. Among these were Bajee Rao's claims on the Guicwar. The British Government had prevailed on that Prince to send his prime minister to Lucknow for the express purpose of settling those demands, and they were on the eve of adjustment, with great credit to the Peishwa, when Gungadhar Shastee the Guicwar's valisee, was murdered by Trimbarjee Dalangia, the Peishwa's minister, while in actual attendance on his court and during the solemn pilgrimage of Panderpore. During suspicion rested on Bajee Rao, who was accused by the voice of the whole country; but the British Government, ever ready to credit such charges against a Prince and an ally, contented itself with demanding the punishment

ARTICLE 11.

This Treaty, consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nawab Ausaph Jah Bahadoor,

of Trimbuckjee This was refused, until the British Government had marched an army to support its demands, yet it made no claim on the Peishwa for its expenses, and inflicted no punishment for his protection of a murderer it simply required the surrender of the criminal, and on Bajee Rao's compliance, it restored him to the undiminished enjoyment of all the benefits of the alliance Notwithstanding this generosity, Bajee Rao immediately commenced on a new system of intrigues, and used every exertion to turn all the power of India against the British Government At length he gave the signal of disturbances by fomenting an insurrection in his own dominions, and prepared to support the insurgents by open force The British Government had then no remedy but to arm in turn Its troops entered Bajee Rao's territories at all points and surrounded him in his capital, before any of those with whom he had intrigued had time to stir Bajee Rao's life was now in the hands of the British Government, but that Government, moved by Bajee Rao's professions of gratitude for past favours and of entire dependence on its moderation, once more resolved to continue him on his throne, after imposing such terms on him as might secure it from his future perfidy The principal of these terms was a commutation of the contingent which the Peishwa was bound to furnish, for money equal to the pay of a similar body of troops, and on their being agreed to, the British Government restored Bajee Rao to its friendship, and proceeded to settle the Pindarees, who had so long been the pests of the peaceable inhabitants of India, and of none more than the Peishwa's own subjects Bajee Rao affected to enter with zeal into an enterprise so worthy of a great Government, and assembled a large army on pretence of cordially assisting in the contest but in the

peaceable travellers, and put two British Officers to an ignominious death Bajee Rao himself is still unpunished and the commencement of the Shastry, and avowed his murderer By these acts of perfidy and violence Bajee Rao has compelled the British Government to drive him from his own territories, and to reduce the Carnatic, and a force from Bombay is taking the forts in the Concan, and occupying

All persons, whether belonging to the enemy or otherwise, who may attempt to lay waste the country or to plunder the roads, will be put to death whenever they are found

one copy thereof has been delivered to the said Nawab, and the Nawab on his part has delivered one copy of the same duly executed by himself to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor General, in every respect the counterpart to this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

*Signed, sealed, and exchanged at Hyderabad, 12th December, A D 1822,
27th Rubbee-ul-dwul, A. H 1239*

The
Nizam's
Seal

(Sd) C T. METCALFE

18

„ HASTINGS

„ J ADAMS

„ J. FENDALL

„ J. H. HARRINGTON

Ratified by the Governor General in Council at Fort William in Bengal
this 31st day of December 1822

(Sd) GEORGE SWINTON,
Secretary to Government.

A

Schedule of the districts formerly belonging to the Peshwa, and now transferred by the 4th Article of the annexed Treaty to His Highness the Nizam

O martelair . . .			
Julgaum . . .			
Wyezapoer Scorage . . .			
Untoor . . .			
22 Villages of Talook Ialabone . . .			
Seornije . . .			
Dhabany Scorage . . .			
Detached Villages . . .			
Moulve Meer . . .			
Harpoor Talookah . . .			
Utal Nandee . . .			
Scndry Villages . . .			
	Total	503,275	8 0

B

Schedule of the districts formerly belonging to the Rajah of Naupore, and now transferred by the 5th Article of the annexed Treaty to His Highness the Nizam

Akcal	.	.	.	}	.	.	325 000 8 0
Argaum	.	.	.				
Wumais	.	.	.				
Bhatooly	.	.	.				
Kulkall	.	.	.	}	.	.	11 237 0 0
Deduct the revenue of Moongaum held by Sreedhur Pandit and Jeswant Rao Ramchunder half of the village Belkhaira held by Jeswant Rao Ramchunder	.	.	.				
	.	.	.				
	.	.	.				
Total							3 13743 8 0

C

Schedule of the rights and possessions of His Highness the Nizam, situated on the west or right bank of the river Seena and within the district of Ahmednuggur, the whole of which are now transferred by the 7th Article of the annexed Treaty to the Honourable Company

WEST OF THE SEENA

In the pergunnah of Mohul, Circar of Puraında,—

The Kusleh etc	|	Pl cool Chirul ole.
Kior vullee etc	|	Wurwul

Ram Higna etc

In the pergunnah of Raseen Circar of Ahmednuggur,—

Koortee etc

In the pergunnah of Pándia, Circar of Paingam,—

Ahmednuggur	|	Mentchgaum.
Saurergaum etc	|	Siraul etc

Loonee etc

In the pergunnah of Wangee, Circar of Puraında,—

I hwa.	|	Kunder
Krishbeh etc	|	Hitno vra

In the pergunnah of Mundryop, Circar of Solapoor,—

Mundryop etc	|	Meeree etc
--------------	--	------------

In the pergunnah of Taumbhoornee, Circar of Puraında,—

Alola etc	|	Hitgaum
W ralee	|	Kusbeh of Taumbhoornee

In the pergunnah of Chumargoonda, Circar of Ahmednuggur,—

Paleywarree, etc	|	Saitphut
Kergut	|	Korigaum
Koondaiza.	|	Ghautgaum, etc

In the pergunnah of Kunywulleet, Circar of Ahmednuggur,—

Kustoh of Nandnug	|	Amba Julgaum, etc
Hurmulla	|	Sogaum etc
Pargaum, etc.	|	Mamdgaum etc.

In the pergunnah of Burdole, Circar and Soobah of Bejapoor,—

Tanklee etc	|	Part of the village of Mandra
Jujeesunnee, etc.	|	Codree Kunnoor
Charchars, etc.	|	Choutees and other Ubwaubs granted to the Putwurdhuns

In the pergunnah of Oondergaum, Circar of Puraında,—

Marra, etc

In the pergunnah and Circar of Puraında,—

Koordoo and 19 other khalsa villages	|	Oopla
Badlonee and 11 other villages	|	Papnass

WITHIN THE DISTRICT OF AHMEDNUGGUR.

In the pergunnah of Kurwah,—

Adulgaum	|	Kolgaum
----------	--	---------

In the pergunnah of Jamkhair,—

Kurdlah	|	Sonegaum
Jamkhair	|	Sountany attached to the fort of Puraında.
Jener	|	Dhurrungaum
Punpalgaum.	|	

In the turruff of Ranjungaum,—

Anguah	|	Bhowsee
--------	--	---------

In the talook of Khaim,—

Kha m	|	Nimberry
-------	--	----------

In the talook of Ahmednuggur,—

Kolgaum	|	Mondwar
Mreddurgaum	|	Largaum Kolot.
	|	lalwanv

In the pergunnah of Pangree,—

Latamrar	|	Chickendi
----------	--	-----------

In the Circar of Sungamma r,—

Lalloy

In the pergunnah of Nawassa,—

Sillabutpoor.	Sool anpore
Boorhampore	Kurmore
Hingai gaum	Koontaphul.
Chanday	Toi doolee
Lohorwarry.	Sallut Wurgong.
Dairhgaum	Dewallamy.
Mir reguhan	Wankkree
Ballypoonduree	Mallwany
Neemb_aum	Nimbay.
Prowrah Sur gum	Prekargaum
Pathewully	Khandlay Khaddlay
Koorneet Sengway	Amulnair

Total within the district of Ahmednuggur and on the west bank of the river Seena . . . 4,31,785 3 01

D.

Schedule of the participated rights and possessions of His Highness the Nizam situated on the east or left bank of the river Wurdah, and now ceded by His said Highness, according to the 8th Article of the annexed Treaty, for the purpose of being transferred to the Rajah of Nagpore.

In the pergunnah of Arwees,—	} Total . 75,000 0 0
Circar of Gaweib	
In the pergunnah of Ashtee,—	
Circar of Gaweil	
In the pergunnah of Amnair,—	}
Circar of Khavila	

(Sa) G SWINTON,
Secretary to Government.

No. XCII.

ENGAGEMENT of 1831.

The friendship and union which have been so strongly and happily established from of old between the Honourable Company and the late Nawab Ausuph Jah Mozuffer ool-Moomalik Nizam ool-Moolk Nizam-ood-Dowlah Nawab Meer Ukbur Ali Khan Bahadoor Futteh Jung (whose soul is in Paradise) shall always continue on the same footing between His Highness Ausuph Jah Mozuffer-ool Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Furkhund Ali Khan Bahadoor, the eldest son and successor of the deceased Nawab, and the said Honourable Company.

All existing treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nawabs

Nizam-ool-Moolk Nawab Meer Nazim Ali Khan Bahadoor, and Nizam-ool-Moolk Nawab Meer Utkur Ali Khan Bahadoor, shall remain in full force to all intents and purposes; accordingly the Right Honourable the Governor General, on the part of the said Honourable Company, declares that the British officers are effectually bound by the engagements and treaties aforesaid, and that by the favour of God the stipulations of the said treaties and engagements shall be duly observed till the end of time. In assurance whereof the Governor General has given in writing these few lines in the shape of an engagement.

Signed and sealed at Sunla, on the twentieth day of September 1831 A.D., answering to the 13th Rubbee-oon-sanee 1247, A.H., and delivered in duplicate on the 17th day of October 1831, by Major J. Stewart, Resident at the Court of Hyderabad, to His Highness Nawab Ansuph Jah Moznffer-ool-Moomalik Meer Furkhund Ali Khan Bahadoor Futteh Jung, Nizam of Hyderabad.

Governor
General's
Seal

(Sd) W. BENTINCK.
, H. F. PRINSEP,
Secretary.

No XCIII.

TREATY with the NIZAM, dated the 21st May 1853

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the NAWAB NIZAM-OOO-MOOKK AUSUPH JAH BAHADOOR, settled by COLONEL JOHN LOW, C.B., RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by the MOST NOBLE JAMES ANDREW, MARQUIS OF DALHOUSIE, KNIGHT of the MOST ANCIENT and MOST NOBLE ORDER of the THISTLE, one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL and GOVERNOR GENERAL, appointed by the HONOURABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

Whereas friendship and union have subsisted for a length of time

between the Honourable East India Company and His Highness the Nawab Nizam-ool Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by treaties of general defence and protection; and whereas in the lapse of time many changes in the condition of Princes and neighbouring States have taken place, by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the said Treaties, and whereas differences and discussions have for some time existed between the contracting parties regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States, and where it is fit and proper, and for the mutual advantage of both powers, that such differences should now be finally settled, and that the recurrence of such discussions, which tend to disturb the friendship and harmony of the contracting parties, should effectually be prevented wherefore the Honourable East India Company and His Highness the Nawab Nizam-ool Moolk Ausuph Jah Bahadoor have agreed upon the following Articles of a Treaty between the States —

ARTICLE 1.

Existing between the Honourable the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor and his friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree that all the former Treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it

ARTICLE 2.

The subsidiary force, which for general defence and protection has been furnished by the Honourable East India Company to His Highness the Nizam, shall be continued, and shall consist, as heretofore of not less than 10,000 men, with their requisite arms, accoutrements, and equipments

Unless with the express consent of His Highness, there shall never be any armed force (with a due proportion within the territories of His Highness) shall at all times be brought on His Highness making requisition therefor

The said subsidiary force shall be employed when required to execute services of importance, such as protecting the persons of His Highness, his heirs and successors, and reducing to obedience all rebels and excitors of disturbance in His Highness's dominions, but it is not to be employed on trifling occasions, or like subundee, to be stationed in the country to collect revenue

ARTICLE 3.

The Honourable East India Company further agrees that in lieu of His

Highness's present contingent, it shall maintain for His Highness, his heirs and successors, an auxiliary force which shall be styled the 'Hyderabad Contingent,' according to the provisions for the maintenance of that force which are detailed in 6th Article of this Treaty.

It shall consist of not less than five thousand infantry and two thousand cavalry, with four field batteries of artillery. It shall be commanded by British officers fully equipped and disciplined and controlled by the British Government, through its representative the Resident at Hyderabad.

Whensoever the services of the said contingent may be required, they shall be afforded at all times to His Highness the Nizam fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of His Highness shall be resisted, the said contingent, after the reality of the offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

ARTICLE 4.

identified, it is further
the districts belonging
the Nizam shall permit
usite, to be employed in
manner, if disturbances
shall break out in any part of His Highness's dominions contiguous to the territories of the Honourable East India Company to which it might be inconvenient, owing to the distance from Hyderabad to detach any portion of the subsidiary force, the British Government, if required by His Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within His Highness's dominions.

ARTICLE 5.

In the event of any disturbance within the Nizam's dominions, the British Government shall be at liberty to send any force, joined by the Nizam's contingent, to assist in the suppression of the disturbance, or as the British Government may think fit, to send a detachment of British troops to assist the Nizam's contingent in the suppression of the disturbance, provided that two battalions of sepoys shall always remain, as settled by former Treaties, near to the capital of Hyderabad, and it is also hereby agreed that, excepting the said subsidiary and contingent forces, His Highness shall not under any circumstances be called upon to furnish any other troops whatsoever.

ARTICLE 6.

For the purpose of providing the regular monthly payment to the

said contingent troops, and payment of Appa Desai's chout, and the allowances to Mubut Ram's family, and to certain Mahratta pensioners, as guaranteed in 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about fifty lakhs of Hyderabad Rupees, the Nizam here by agrees to assign the districts mentioned in the accompanying Schedule marked A., yielding an annual gross revenue of about fifty lakhs of Rupees, to the exclusive management of the British Resident for the time being at Hyderabad, and to such other officers, acting under his orders, as may from time to time be appointed by the Government of India to the charge of those districts.

ARTICLE 7.

By the 12th Article of the Treaty of 1800 the British Government can in time of war call upon that of His Highness the Nizam to furnish nine thousand cavalry and six thousand infantry to accompany the British troops in the field, (whether of troops) hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderabad Contingent, and that part of the 12th Article of the Treaty of 1800, which requires the Nizam to furnish nine thousand cavalry and six thousand infantry is accordingly hereby annulled.

ARTICLE 8

The districts mentioned in Schedule A are to be transferred to Colonel Low, who shall be received by the British Government, and shall always render true and faithful accounts every year to the Nizam of the receipts and disbursements connected with the said districts, and make over any surplus revenue that may exist to His Highness after the payment of the contingent and the other items detailed in Article 6 of this Treaty.

ARTICLE 9.

This Treaty, consisting of nine Articles being this day concluded and settled by Colonel John Low, C.B., on behalf of the Honourable the English East India Company, with the Nawab Nizam ool Moolk Ausuph Jah Bahadur, Colonel Low has delivered one version thereof, in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Colonel Low, duly executed by His Highness, and

Colonel Low hereby engages to deliver a copy of the same to His Highness the Nizam, duly ratified by the Governor-General in Council, within thirty days from this date.

Signed, sealed, and exchanged at Hyderabad, 21st May A D. 1853, 12th Shaban A H. 1269.

The
initials of
the Nizam

The Seal
of Colonel
Low

(Sd.) J. Low, Colonel,
Resident at Hyderabad.

„ DALHOUSIE.

„ J. LOWIS.

„ J. DORIN.

Ratified by the Most Noble the Governor-General of India in Council at Fort William in Bengal on the 8th June 1853.

(Sd) C ALLEN,
Secy. to the Govt. of India.

A.

Schedule of Districts in Berar, Payen Ghat, the Raichore Doab, and borders of the Sholapore and Ahmednuggur Collectorates, Bombay Presidency, transferred to the management of the British Resident at Hyderabad, agreeably to the provisions of the 6th Article of the Treaty of 1853 (Fuslee 1263), entered into by the Honourable East India Company with His Highness the Nizam.

The Districts in Berar, Payen Ghat, transferred to British management are those lying to the north of the range of hills which extends from Adjunta on the west, to Woon, near the Wardah, on the east. Any villages not named underneath, within the above-mentioned boundary, will be included here-

after among those transferred to the management of the British Resident at Hyderabad—

PERGUNNAH.

Ankola	1,24,944	Brought forward	10,25,543
Dhanda	1,33,844	Dhoolghat	2,401
Baragaon	17,281	Soongaon	7,500
Thoogaon	61,425	Moondgrum	1,500
Kurar Balughat	2,250	Juroor	9,000
Posad ditto	17,158	Karla	8,020
Argaon	10,000	Bhailkheira	2,563
Nursee Balughat	73,129	Oomrawutee	68,442
Mahore ditto	14,360	Pathore Shaikh Baboo	15,881
Chichole ditto	12,722	Barsee Taklee	12,076
Larkhair	4,556	Babun	3,881
Yawuk, <i>alias</i> Yawuth Mahal	2,287	Nandgaon	18,592
Kulum	2,510	Pathooda	24,001
Chiknee	2,501	Punjur	16,682
Mahagaon	11,370	Peepulgaon Raja	37,946
Nargaon	975	Banerrabeebee	37,759
Balagaon	8,750	Kolapoor	33,807
Pundur Kowra	2,000	Thulagaon	21,173
Bolshee Kheir	2,000	Tiktal	3,500
Wunmaidee	28,033	Lakpouree	2,401
Munba	12,000	Raoja	1,500
Boodnara Pooljee	32,068	Buroor	90,394
Boonkee	2,702	Soorli	2,991
Dhamodee, <i>alias</i> Dhamoree	18,823	Unjingaon Baree	2,918
Gooboo	6,000	Seereela, <i>alias</i> Teerala	7,014
Bowenbur	*14,000	Nowsaree	1,036
Julka	*3,000	Bukee	1,463
Seerala	10,000	Eluchpoor	1,00,000
Pooda	*5,000	Kuruchgaon	1,00,000
Urgaon (small)	*1,500	Unjingaon	1,05,219
Akote	77,000	Dharoor	20,000
Urgaon	1,25,000	Akoti	*6,500
Julgaon	97,000	Bulgaon	*5,000
Jamodee	35,165	Bndnragungaoe	59,843
Morsee	36,000	Punchgawar	30,371
Pala	3,000	Salood	23,912
Malghat	15,000	Papoo, <i>alias</i> Papul	7,911
Carried over	10,25,543	Carried over	19,08,745

PERGUNNAH—concluded

Brought forward	19,08,745	Brought forward	24,79,793
Punjabgaon	51,921	Koorum	18,000
Reithpoor	61,710	Moortuzapoor	45,000
Chinchona	11,139	Mungaloor Pir	40,000
Khed Beloor	14,910	Koora	45,000
Seena	14,820	Mungaloor Dustigeer	12,000
Banoda	17,855	Kusba Korum Kheir, etc.	8,708
Bathkolee	38,596	Dhumej, etc	5,320
Pathrote	1,37,932	Assulgaon	10,105
Malkheira	10,871	Akote	9,000
Palus Kheir	10,011	Balapoor	2,41,575
Sawargaon Taklee	2,500	Mulkapoor	61,319
Neir Pursoopundit	8,360	Raichore	2,499
Nandgaon Kazeo	13,263	Rajoor	3,742
Davikota	3,226	Rohenkheir	2,491
Dhamunko	2,899	Chandore	20,727
Parsolee	2,200	Nandoor	9,816
Manjurkheir	8,523	Nundgaon	3,736
Oomrawutes Rane	4,665	Jeypoor	4,146
Hewur Kheir	22,601	Koklee	990
Amnair	6,835	Derulghat	17,955
Siringsaon	19,189	Darsangree	6,169
Danapoor	75,000	Daria	17,436
Manna	22,000	Karinjabeebee	23,535
Girowlee	10,000	Karee Dhamini	14,297
		Kamurgaon	2,230
Carried over	24,79,793		

Total Rs. . 30,95,309

Deduct amount of personal jaghires marked thus * 35,000

Total Rs. . 30,60,309

The above amount is exclusive of deh sadur, roosooms, muktas, yoomoos, enams, and all charitable allowances, hitherto held, which will only be paid to the several claimants after they have established their rights by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's government.

Districts in the Raichore Doab transferred to the management of the British Resident, the boundaries of which are the river Krishna and Toombuddrah on the north, south, and east, and the Honourable Company's frontier belonging to the Bombay Presidency on the west. Any talookas or villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

Pergunnah Deodoorg, etc, and the talooka of Kadloor, etc	. . .	1 07,872
The Gudwal Peshkush . . . . .	. . .	1,15 000
Pergunnah Huvellee Raichore etc, Mahalat . . . . .	. . .	3 90 380
Ditto Kanghery, etc, and Gooboor and Tharana . . . . .	. . .	2 22 280
Ditto Koopul etc. . . . .	. . .	1 84 887
Ditto Moodkee and Moodgul . . . . .	. . .	59 063
Ditto Gungawuttee . . . . .	. . .	66 860
Total Rs.		<u>11 51 342</u>

No claims in these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government

The above rule is also applicable to roosooms, muktas, yeomeeas, enams, and all charitable allowances

Districts on His Highness's Western Frontier bordering on the Honourable Company's Bombay Collectories of Ahmednuggur and Sholapore

I.—The sixteen villages in the Beer district, on the boundaries of the Jamkhair talooka, in the Honourable Company's territory, namely —

		Revenue			Revenue
		<i>Rs a p</i>			<i>Rs a p</i>
Karégaon . . . . .	. . .	903 11 3	Brought forward		8,220 5 3
Hutola . . . . .	. . .	773 14 6	Seerapoor Dhomala . . . . .	. . .	1 417 15 0
Khoptee . . . . .	. . .	574 5 6	Bitelha . . . . .	. . .	1,452 3 9
Dhudkul . . . . .	. . .	740 5 6	Bawee . . . . .	. . .	505 0 0
Morala . . . . .	. . .	1 595 13 0	Jam . . . . .	. . .	292 0 0
Meenda . . . . .	. . .	374 7 0	Vurnee . . . . .	. . .	624 3 0
Warjur . . . . .	. . .	1,189 0 0	Madmapoor . . . . .	. . .	232 10 0
Roopoor . . . . .	. . .	104 8 6	Vadoli . . . . .	. . .	436 11 0
Kotun . . . . .	. . .	1,965 4 0	Total Rs		<u>13 181 0 0</u>
Carried over, Rs		8 220 5 3			

II.—All the villages in the districts of—

Katee	Nuldoorg
Mardee	Tooljapoor
Peranda	Lohra.
Dharaseo.	Gunjotee
Bhoom	Alund
Kullum.	Afzulpore.
Latoor.	

And which districts are within the boundaries on the north and east of the Manjira, on the west on the Honourable Company's territory in the Ahmednuggur and Sholapoor Collectorates of the Bombay Presidency, on the south of the Bleema, and on the east in a direct line as can possibly be drawn between the town of Nittoor on the Manjira, and Afzulpore on the Bleema, yielding a gross revenue of about eight lakhs of Rupees per annum, exclusive of personal jaghires, yeomecas, roosooms, and charitable allowances.

No claims on these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, yeomecas, enams, and all charitable allowances.

The talookas detailed hereafter, belonging to Surf-i-Khas, and the noblemen mentioned underneath, will be left to the revenue management of the Officers appointed for that purpose by the Hyderabad Government.

RECAP

Surf-i-Khas Talookas

Padnera Gangare	19,843	I brought forward	2,35,664
Paelgalan	30,371	Chindana	11,129
Salood	23,912	Khedla, oora	14,910
Lapoo alias Papul	7,911	Berota	14,529
Puny Malagaan	51,921	Penoda	17,853
Lentipoor	61,710	Pahale	24,226
		Pahat	1,27,332
Carried over	2,15,665	Mahabera	1,08,711
		Palas Khura	1,01,111
		Total	4,91,842

Jaghire Talookas belonging to Siraj-ool-Moolk Bahadoor.

Dhureepoor	75,000	Brought forward	1 25 000
Manna	22 000	Moortezapoor	45 000
Garowlee	10,000	Mungaloor Dustigeer	12 000
Koorum	18 000	Mungaloor Pir	40 000
		Kora	45 000
Carried over	1,25,000	Total	2 67,000

DOAB TALOOKAS

Belonging to Surf : khas

Mooshkee and Moodgul	59 063
Total Rupees	8 17 865

Talookas on the west of His Highness the Nizam's Territories, bordering on the Collectorates of Ahmednuggur and Sholapore

Surf : khas

Vilages in the Lohara Talooka

" , Gunjotes "

" , Alund "

Shums ool Oomrah Bahadoor's Talooka of Afzulpoor

In lieu of the deficiency in the originally estimated value of the western districts bordering on the Sholapore and Ahmednuggur Collectorates, transferred to British management, also in lieu of certain Surf : khas vilages in the Valley of Berar, inserted in the preceding lists, and the jaghire of Bhom, belonging to Rajah Urjoon Bahadoor, all as detailed below .

DETAIL.

Deficiency in the estimated amount of gross revenue in the Western Districts	4,58 606
--	----------

SURF : KHAS

Names of Vilages

Pandarkoora	2 000
Mombhar	12 000
Pergunnah Budnara Pooljee	32 068
Savurgaon Taklee	2 500
	49 568
Pergunnah Bhom, Rajah Urj on Bahad or	41 100
, Rupees	5 48 174

His Highness the Nizam transferred to the management of the British Resident at Hyderabad the talookas mentioned underneath in the Province of Balaghat, Berar.

	LIST.	Rs.
Pergunnah Mehkur		38,339
Ditto Sindkhair		17,588
Ditto Mulkapoor Pangree		11,350
Ditto Seoolee		13,451
Ditto Lontar		8,937
Ditto Wakhud		5,159
Ditto Gatpooree		6,279
Ditto Karoomatargaon		7,511
Ditto Futeh Khelda		27,000
Muoje Kopta		722
Kusba Doudgaon		4,109
Sayur, etc., of the above Mahalat		7,563
Pergunnah Bassim		60,891
Ditto Ounda		20,197
Ditto Sirpoor		22,857
Mouza Moongla		1,286
Pergunnah Kulumnoree		38,770
Ditto Oomurkhair		89,203
Ditto Tamsa		15,054
Ditto Munnata		8,171
Ditto Sewala		21,515
Ditto Patehlagan		8,470
Ditto Nandapoor { 10,981 } { 15,619 }		26,600
Kusba Seogaon		1,731
Muoje Chickultana, Pergunnah Chartana		829
Ditto Dawulgaon, Pergunnah Lolgaon		1,843
Ditto Ursolee, and other villages, Pergunnah Kooror		5,142
Muoje Dhar		8,012
Ditto Leh, etc.		1,869
Ditto Koorurgaon		5,000
Ditto Salapoor, Pergunnah Patree		14,000
Villages in the Pergunnah of Kurar		6,656
Ditto Talooka Kurar		6,000
Mouza Chandoor, Pergunnah Sirpoor,		438
Ditto Untolee, and other villages of Pergunnah Chistoor		4,895
Ditto Davulgaon, Pergunnah Sindkhair		2,343
Pergunnah Unsing		6,159
Ditto Keesoor		12,237
Ditto Darsoor, with villages		6,079
Mouza Kunaut		650
TOTAL		5 48 601

List of Pergunnahs, Kusbas, and Muojes in Balaghat, Berar, agreeably to their estimated value in Schedule A of a Treaty between the Honourable East India Company and His Highness the Nizam, ratified on the 13th June 1853, which have been restored to His Highness the Nizam's immediate authority in accordance with instructions conveyed in a despatch from the Government of India, No 4409, dated the 18th of October 1853

	Rs
Pergunnah Oomur Khair	89 203
Ditto Kulamnooree	33 770
Ditto Nandapoor	26 600
Ditto Sewala	24 515
Ditto Ounda	20 197
Ditto Tamsa	15 055
Ditto Munnata	8 171
Ditto Chicole	12 722
Ditto Mahagaon	11 370
Ditto Patchlagaon	8 470
Muoje Dhar	8 012
Ditto Leb, etc	1,867
Kusba Seogaon	1 731
Pergunnah Kurar	2 200
Villages, Pergunnah Kurar	6 656
Ditto Talooka Kurar	6 000
Muoje Salapoor Pergunnah Patree	14 000
Ditto Koorurgaon	5 000
Ditto Untolee and other villages of Pergunnah Chintore	4 895
Ditto Chickultana Pergunnah Chartana	879
Ditto Ursolee and other villages of Pergunnah Kooror	5 142
Ditto Moongla Pergunnah Sirpoor	1 285
Ditto Chandoor, ditto	438
TOTAL	3 13 183

Dated at Hyderabad, 22nd November 1853 (20th Sifur 1270)

(Sd) C DAVIDSON,
Officiating Resident

No XCIV.

SUPPLEMENTAL TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN on the one part, and HIS HIGHNESS the NAWAB UPZUL OOD-DOWLAH NIZAM-OOO-MULK AUSUPH JAH BAHADOOR on the other part, settled by LIEUTENANT-COLONEL CUTHBERT DAVIDSON, C B, RESIDENT at the COURT of HIS HIGHNESS, by virtue of full powers to that effect vested in him by HIS EXCELLENCY the RIGHT HONOURABLE CHARLES JOHN EARL CANNING, G C B, VICEROY and GOVERNOR-GENERAL OF INDIA, and one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL—1860.

Whereas it will be for the convenience of both the contracting parties to the Treaty of 1853 and will simplify the relations of the two Governments, if certain modifications of that Treaty are made, and whereas certain matters not dealt with in that Treaty call for adjustment between the two contracting parties, and whereas it is the desire of the Governor General in Council to give all possible solemnity to certain acts marking the high esteem in which His Highness the Nizam is held by Her Majesty the Queen, therefore the following Articles have been agreed upon and determined between the Viceroy and Governor General on behalf of Her Majesty, and the Nawab Uzful ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor

ARTICLE 1

All Treaties and engagements between the two States and not contrary to the tenor of this engagement are hereby confirmed by it

ARTICLE 2

The Viceroy and Governor General in Council cedes to His Highness the Nizam in full sovereignty the territory of Shorapore

ARTICLE 3

The debt of about fifty (50) lakhs of Hyderabad Rupees due by the Nizam to the British Government is hereby cancelled

ARTICLE 4.

His Highness the Nizam agrees to forego all demand for an account of the receipts and expenditure of the Nizam's revenues for the present, or future. But the Nizam shall be bound to pay the surplus of his revenues that may hereafter be ascertained by audit, and all

future expenses of administration, the amount of such expenses being entirely at the discretion of the British Government

ARTICLE 5

The Viceroy and Governor General in Council restores to His Highness the Nizam all the Assigned Districts in the Raichore Doab, and on the western frontier of the dominions of His Highness adjoining the Collectorate of Ahmednuggur and Sholapore

ARTICLE 6

The districts in Berar already assigned to the British Government under the Treaty of 1853, together with all the Surf i Khas talooks comprised therein, and such additional districts adjoining thereto as will suffice to make up a present annual gross revenue of thirty two (32) lakhs of Rupees currency of the British Government, shall be held by the British Government in trust for the payment of the troops of the Hyderabad Contingent, Appa Dessaye's chout, the allowance to Mohiput Ram's family, and certain pensions mentioned in Article 6 of the said Treaty.

ARTICLE 7

The Surf i Khas talooks and additional districts mentioned in the foregoing Article are to be transferred to the Resident as soon as this Treaty is ratified.

ARTICLE 8.

His Highness the Nizam cedes to the British Government in full sovereignty all the possessions of His Highness on the left bank of the river Godavery and of the river Wyne Gungah above the confluence of the two rivers, viz, the talooks of Rakapilly, Buddrachellum, Cherla, Albaka, Noogoor, and Sironcha

ARTICLE 9

The navigation of the river Godavery and its tributaries so far as they form the boundary between the two States, shall be free, and no customs duties or other cesses shall be levied by either of the two contracting parties, or by the subjects of either, on goods passing up or down the aforesaid rivers.

ARTICLE 10

This Treaty, consisting of ten Articles, being this day concluded and settled by Lieutenant Colonel Cuthbert Davidson, CB, on behalf of the Viceroy and Governor General of India, with the Nawab Ufzul ood Dowlah Nizam ool Moolk Ausuph Jah Bahadoor, Lieutenant Colonel Cuthbert Davidson has delivered one version thereof in English and Persian, signed and sealed

by himself, to the Nawab, who ' ' ' ' ' f the
 ' ' ' ' ' and
 ' ' ' ' ' same
 ' ' ' ' ' the Viceroy and Governor-General
 rat within thirty days from this date, when this copy herewith signed and
 sealed by the British Resident will be returned

*Signed, sealed and exchanged at Hyderabad on the twenty-sixth day of December,
 A.D. 1860, 12th Jumma-dee-sanee 1277 Hegira*



(Sd.) CUTHBERT DAVIDSON,
Resident.



(Sd) CANNING.

Ratified by His Excellency the Viceroy and Governor-General of India,
 in Camp at Amerpattan, on the 31st day of December 1860.

(Sd) A R YOUNG,
Offg Secy to the Govt of India.

No XCV.

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S MINIS-
 TER to the RESIDENT, HYDERABAD, No. 917, dated 29th
 March 1875.

In reply to your letter No 492, dated 6th instant, affording further in-
 formation relating to a proposal emanating from the Government of India
 that Article 3 of the Commercial Treaty of 1802, which provides for a free
 transit of all articles of produce and manufacture between the territories of
 the contracting parties, may not be held to apply to the transit of salt pro-
 duced in His Highness the Nizam's territory, and enquiring whether there is
 any objection on the part of His Highness the Nizam, I have the honour to state
 measure, I have the honour to state
 transit of salt from His Highness's
 of the Treaty under reference, yet as it is often found necessary with due
 regard to the interests of both Governments, and in compliance with expe-
 diency and exigencies of the times, either to act temporarily in contravention
 to the terms of a Treaty, or to amend its provisions, I also agree with the
 Government of India in the advisability of the proposal under reference, and

have accordingly issued instructions to those Talookdars in whose districts salt is produced to any considerable extent, enjoining them that although salt is not at present exported to British territory from His Highness's country owing to its limited production, nevertheless care should be taken to provide against any person hereafter entertaining the idea of exporting it to British territory.

No. XCVI.

TRANSLATION of a NOTE from the MINISTER to the RESIDENT,
dated 13th August 1860 = 24th Mohurram 1277.

Your note of yesterday's date, No 1216, regarding land required for the Railway and Irrigation Companies in the Raichore Doab District has been received. Agreeably to your proposal the lands requisite for the above purposes between Pangtoor and Kurnool, and in the Moodgul District, will be granted by this Circular if the Raichore Doab is restored to His Highness. I beg to add that all covenants and agreements which have been entered into by the District Officers in the districts will be adhered to and respected during the period which they have yet to run.

No XCVII.

MEMORANDUM of TERMS of an AGREEMENT entered into between the BRITISH GOVERNMENT and the GOVERNMENT of HIS HIGHNESS the NIZAM for the construction of a RAILWAY from the GREAT INDIAN PENINSULAR RAILWAY near GOOLBURGA to HYDERABAD —1870.

The Government of the Nizam will, with the aid of the shareholders in the Railway, as already arranged, provide all the capital required for the construction, maintenance and working of the Railway, including provision of land and payment of necessary compensation, survey, and so forth, the whole cost of which is now estimated at about one crore of British Rupees, the supply of all requisite rolling stock and other equipments being included.

2 The British Government engages to construct and manage the Railway through the Resident at Hyderabad in behalf of the Nizam's Government on the following conditions

3 The preparatory works which have been already commenced by the Resident or the orders of the Resident or the consideration of the Minister of the Nizam, who shall be at liberty to offer

his opinions and suggestions thereon. The Resident will forward the project and estimate with the remarks of the Minister and his own opinions to the Government of India, which will determine all questions arising as to the proposals put forward.

4 The Resident will commonly correspond direct with the Government of India and issue any needful orders as to the Railway as occasion may arise. But on matters of importance he will not refer to the Government of India or issue orders, unless in case of great urgency, without consulting the Minister, who will promptly express his opinion on the question at issue. The Minister will also at all times communicate to the Resident on any matter relating to the Railway to which he shall desire to draw attention. All such communications and their results shall be reduced to writing and recorded.

5 The Nizam's Government will not issue any orders regarding the Railway to any officers or servants employed on the line, but all necessary communications will be made through the Resident or such officers as he shall appoint for this purpose. Summonses will be dealt with as is usual in such cases.

6 The Resident in carrying out the business connected with the Railway will exercise the same control over the Engineers and other persons employed on it as he exercises over other officers and persons employed in like duties within his administrative jurisdiction.

7 All the Engineers and other persons employed on the Railway will be appointed under the Resident or by him in the manner customary in the Public Works Department, but they shall be regarded as servants of the Nizam's Government. The employment of all Europeans will be subject to the reservations made in the Treaties between the two Governments, and European British subjects employed on the Railway will be dealt with in accordance with the rules existing from time to time for dealing with such persons in Foreign States.

8 Any persons in the regular service of the British Government transferred for employment on the Railway shall have preserved to them the claims for leave, absence allowances and pension, etc., which they had while in the service of the British Government, and the Nizam's Government will make suitable arrangements to meet the payments for salaries and a proper proportionate contribution for leave, allowances and pensions of such persons.

9 The Railway Police shall be established on the same system as on the part of the Great Indian Peninsular Railway in the Nizam's territories, and shall be placed under the general control and direction of the Resident.

10 The general Railway Act applicable to Railways in British India shall be made applicable to the Railway and its management as far as circumstances will admit.

11. Regular yearly or half yearly Judicial Returns of all cases dealt with in connection with the Railway shall be furnished to the Minister.

12 The accounts of the construction and working of the Railways shall be kept in Hales Sicca currency, and in the general manner adopted on the Railways of the British Government. Half yearly accounts will be furnished to the Ministers in such form as shall be agreed between him and the Resident

13 Half yearly or yearly Returns of the working of the Railway and of the traffic will be prepared as customary on British Railways and furnished to the Minister together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway

14 The stores and materials obtained from England for the Railway will be charged to the Nizam's Government on the same system that is followed in making similar charges for the Railways of the British Government, and the payments will be held to be due when the charges are so made in the accounts. The payments will be made at Hyderabad at the ordinary rate of exchange fixed from time to time for other transactions between the two Governments or hoondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite

15 A yearly or half yearly estimate of the requirements of cash for the Railway shall be communicated at suitable times to the Minister, who will make needful arrangements for the supply of funds at convenient places along the line, and no demand for a supply of money will be made in excess of the estimated amount for each period

16 The Railway will be called the Nizam's State Railway. It will be the exclusive property of the Nizam's Government, which will receive all the profits derived from the working

17 The Engineer who holds the appointment of Secretary in the Public Works Department of the Nizam's Government will be at liberty to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked

18 The Troops, Military Stores and Police of both Governments shall be carried on the Railway on the same general terms and system as are in force on Railways in British India

19 The Mails of both Governments will be carried free on the Railway and the arrangements for the postal service shall be regulated as nearly as possible as on Railways in British India

20 It shall be left to the British Government to decide whether they will construct the Telegraph along the Railway at their own cost, and so work it, or whether it shall form part of the Railway. But under any circumstances so many wires shall be secured for the use of the Railway as are required for the proper working of the traffic, the Nizam's Government in such a case bearing a proper proportionate share of the cost of maintenance and working

21. This agreement may be modified at any time by mutual consent.

Muktar-ul-
Moolk.

Shums ul-
Umra Kabbeer

(Sd.) C. B. SAUNDERS,
Resident at Hyderabad.

Dated 19th May 1870, corresponding to 17th Safar 1287 Hijree.

MEMORANDUM OF ALTERATIONS in the AGREEMENT between the two GOVERNMENTS for construction of STATE RAILWAY.

Heading—No Alterations.

Paragraph 1.—Addition after * * the Nizam will "with the aid of the shareholders in the Railway, as already arranged," provide * * Addition after * * for the construction, "maintenance and working" of the Railway * * *.

Paragraph 2.—No alterations.

Paragraph 3.—Ditto.

Paragraph 4.—Ditto.

Paragraph 5.—Ditto.

Paragraph 6.—Ditto

Paragraph 7.—Ditto.

Paragraph 8.—Addition after * * * allowances and pension, etc., which * *.

Paragraph 9.—No alterations.

Paragraph 10.—Ditto.

Paragraph 11.—Ditto.

Paragraph 12.—Ditto.

Paragraph 13.—Addition after * * * furnished to the Minister "together with the income, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Railway."

Paragraph 14.—Addition after * * * between the two Governments "or boondees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite."

Paragraph 15.—No alterations

Paragraph 16.—Ditto.

Paragraph 17.—No alterations

Paragraph 18.—Ditto.

Paragraph 19.—Ditto.

Paragraph 20.—Expunged after * * * maintenance and “and of interest on first cost”

Paragraph 21.—No alterations.

(Sd.) C. B. SAUNDERS,
Resident.

The 30th May 1870.

No. XCVIII.

Seal.

TRANSLATION of a SUNNUD from the NIZAM'S GOVERNMENT, dated 30th Zehidge 1277 Hegira (10th July 1861).

Whereas many Europeans, foreigners and others, descendants of Europeans, and born in India, are resident in the territory of His Highness the Nizam, and as disturbances arise amongst themselves and the inhabitants of the territory, and as His Highness the Nizam's Government that in time to time consider it desirable to vest with the same, shall be empowered to enquire into and punish any such offences.

No. XCIX.

ADOPTION SUNNUD granted to HIS HIGHNESS THE NIZAM OF HYDERABAD.—1862.

Her Majesty . . . Princes
and Chiefs of India . . .
tuated, and that t . . .
continued; I hereby, in fulfilment of this desire, convey to you the assurance
that on failure of natural heirs any succession to the government of your
State, which may be legitimate according to Mahomedan law, will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd) CANNING

No C.

EXTRADITION TREATY between HER MAJESTY the QUEEN of GREAT BRITAIN and HIS HIGHNESS the NAWAB UFZUL-OD-DOWLAH NIZAM-OL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., executed by RICHARD TEMPLE, Esq., C.S.I., RESIDENT at the COURT of HYDERABAD, by virtue of full powers vested in him by His EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., Viceroy and GOVERNOR-GENERAL of INDIA, on the one part, and SIR SALAR JUNG MOOKHTAR-OL-MOOLK BAHADOOR, K.C.S.I., by virtue of full powers vested in him by His HIGHNESS the NAWAB UFZUL-OD-DOWLAH NIZAM-OL-MOOLK ASUF JAH BAHADOOR, G.C.S.I., on the other part.—1867

ARTICLE 1.

The two Governments hereby agree to act upon a system of strict reciprocity, as hereinafter mentioned.

ARTICLE 2.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition. If the person claimed should be of doubtful nationality, he shall, with a view to promote the ends of justice, be surrendered to the Government making the requisition.

ARTICLE 3.

Neither Government shall be bound to deliver up debtors or civil offenders, or any person charged with any offence not specified in Article 4.

ARTICLE 4

Subject to the above limitations, any person who shall be charged with having committed within the territories belonging to, or administered by,

the Government making the requisition any of the undermentioned offences, and who shall be found within the territories of the other, shall be surrendered:—The offences* are, mutiny, rebellion, murder, attempting to murder, rape, great personal violence, maiming, dacoity, thuggee, robbery, burglary, knowingly receiving property stolen by dacoity, robbery, or burglary, thefts of property exceeding 100
a dwelling house and stea
forgery, or uttering forged documents, counterfeiting current coin, knowingly uttering base or counterfeit coin, embezzlement, whether by public officers or other persons, and being an accessory to any of the abovementioned offences

ARTICLE 5.

In no case shall either Government be bound to surrender any person accused of any offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 6.

The above Treaty shall continue in force until either one or the other of the high contracting parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 7.

All existing engagements and agreements shall continue in full force.

Signed, sealed, and exchanged at Hyderabad on the eighth day of May in the year of our Lord one thousand eight hundred and sixty-seven.

Mookhtar
ool Moolk

(Sd) R. TEMPLE,
Resident.

Ratified this day.

(Sd) JOHN LAWRENCE,
Governor-General.

SIMLA;
The 25th May 1867. }

(Sd.) W. MUIR,
Secy to Govt., Foreign Dept.

* The offence of kidnapping and abduction was subsequently added to this list in correspondence with the Nizam's Government (see letter from Resident, Hyderabad, No 133, dated 18th March 1884).

No. CI.

AGREEMENT made between His HIGHNESS the NIZAM and the
GOVERNMENT of INDIA—1857.

Whereas a Treaty relating to the extradition of offenders was concluded on the 25th May 1857 between the British Government and the Hyderabad State, and whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Hyderabad State has been found by experience to be less simple and effective than the procedure prescribed by the law as to extradition of offenders in force in British India, it is hereby agreed between the British Government and the Hyderabad State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Hyderabad State, but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case

Signed at Hyderabad, Deccan, on the twenty-first day of July one thousand eight hundred and eighty seven.

(Sd) MIR MAHBOOB ALI KHAN,

„ J G CORDERY.

British Resident at Hyderabad

„ DUFFERIN,

Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twelfth day of September A D one thousand eight hundred and eighty-seven

(Sd) H. M DURAND,

Sery to the Govt of India, Foreign Department.

No CII

TRANSLATION of a LETTER from HIS HIGHNESS the NIZAM'S
MINISTER to the RESIDENT at HYDERABAD, No 3805, dated
11th November 1871.

I beg to acknowledge the receipt of your letter No 2590, dated 3rd November 1871, containing expressions of friendship and assurance. The former circumstances to which you have been pleased to allude are all strictly true, because exchanges of villages could not be effected without obtaining the orders of His late Highness Afzal ud Dowlah, and I was not able without information of all points, to make solicitations on any subject. By means of Mr Caidery's letter preliminary arrangements were made for ascertaining, through the action of the boundary settlement, the circumstances and condition of the villages requiring to be exchanged, and now both Shams ul Umara Anwar i Kabeer Bahadur and myself are prepared to have, as suggested by you, the Berar boundary rectified.

2 With reference to the 13th paragraph of your letter containing an allusion to certain apprehensions to which I gave expression in conversation with Major Tweedie, you may rest assured that no apprehensions in regard to the settlement of the boundary or any such arrangement emanating from yourself were entertained by me, because the boundary settlement, being conducive only to good administration, cannot give rise to any apprehensions. The only doubt entertained by me was that in the absence of any preliminary explanation the exchange of unassigned for assigned territory would result in difficulties in the event of Berar being returned to this Government. Otherwise there is not the least doubt in regard to any arrangement made by the British Government. On the contrary, it is a matter of certainty that any advice given by the British Government is for the advantage of this Government, since the former is, and always will be, a supporter of the latter.

3 All the explanation that has been considered necessary has now been given by me. I have also to acknowledge the receipt of all your kind letters
at the arrangements proposed by
On receipt of sanction from His
r the exchange, but even should
the Nizam's Government are in

4 This Government binds itself to respect all concessions granted by the British Government during their administration of the said tracts

5 In conclusion, I have much pleasure in bringing to your notice the good services of Mr Hobson, the Revenue Officer deputed for this work, who

LIST OF LAND AND VILLAGES AFFECTED BY PROPOSED TRANSFERS.

Land and Villages now under Assignment, and proposed to be transferred.

Name and name of village	Name of talook.	Name of personah	Standard rent roll of village in Rupees.	Total area in acres.	Uncultivable in acres	Cultivable in acres	Cultivated in acres.	Revenue of cultivation in Rupees	Extra revenue in Rupees.	Total revenue in Rupees	Population.	RANKERS.
1 Pimpalwaddy	Mulkapoor	Rohenkhet	411	854	72	782	169	129	1	130	131	
2. Shingri	Mekhur	Mulkapoor	1,274	2,414	332	2,091	1,893	807	60	867	231	
3. Ankorwal	Ditto	Sindhkhet	444	609	35	574	373	246	18	261	86	
4. Jeypoor	Ditto	Lonar	1,509	3,100	295	2,905	2,236	691	73	1,064	611	
5 Yernidshwar	Ditto	Mulkapoor	496	1,153	25	1,127	1,105	487	36	1,064	102	
6 Kokasur	Ditto	Ditto	345	949	105	843	1,127	487	14	198	75	
7 Pokri	Ditto	Ditto	230	1,715	289	1,425	715	404	30	434	163	
8 Bhugroti	Bassum	Bassum				1,418	1,418	974	88	1,062	..	Land.
9. Tapwun	Ditto	Ditto				482	482	308	26	334		Ditto.
10 Garkhet	Ditto	Ditto				356	356	155	13	168		Ditto.
11. Pimpri	Ditto	Ditto	223	1,621	839	782	676	394	46	440	309	
12 Brahmonwaddy	Ditto	Ditto	407	787	182	605	605	260	22	282	153	
13. Maheloo	Ditto	Ditto	296	1,807	489	1,319	1,309	786	70	856	281	
14. Jeypoor	Ditto	Ditto	413	1,043	105	978	659	359	34	433	250	
15. Phallegon	Ditto	Ditto	643	2,009	641	1,458	1,105	754	63	817	1,919	
16 Burkudh	Ditto	Ditto	180	600	135	465	465	355	25	380	69	
17 Yekamba	Ditto	Ditto	354	909	214	695	617	305	31	396	153	
18. Konnargan	Ditto	Ditto	369	1,574	719	855	577	453	39	492	206	
19 Waddewunna	Ditto	Ditto	92	723	489	234	166	101	10	111	15	
20. Pangurkhet	Ditto	Ditto	62	529	346	182	99	61	7	68	50	
21. Wanpola	Ditto	Ditto	376	2,950	1,618	1,432	605	365	40	405	155	
22 Belloora	Ditto	Ditto	1,010	2,584	1,084	1,500	610	637	27	534	190	Jaghire.
23 Chuchala	Ditto	Ditto	93	2,304	1,065	1,239	802	405	30	435	82	
24 Khambhalla	Ditto	Ditto	318	3,644	1,667	1,977	1,947	763	63	826	399	
25. Malheera	Ditto	Ditto	55	3,843	2,826	1,023	1,947	350	31	381	437	
26 Kapoorkhet	Ditto	Ditto	98	615	430	185	157	83	8	97	44	
27. Lumballa,	Ditto	Ditto	69	840	402	438	390	229	23	291	207	

LIST OF LAND AND VILLAGES AFFECTED BY PROPOSED TRANSFERS
Land and Villages not now under Assignment, and proposed to be transferred

Number and Name of village	Name of talook	Name of pargana	Standard rent roll of village in Rupees	Total area in acres	Uncultivable in acres.	Cultivable in acres.	Cultivated in acres.	Revenue of cultivation in Rupees	Extra revenue in Rupees	Total revenue in Rupees.	Population	Remarks
1 Slingaon	Jaffarabad	Jaffarabad	4 967	10 200	1 600	14 600	14 600	4 181	230	4 417	974	Jaffarabad
2 Jangri	Ditto	Ditto	2 999	5 280				1 301	316	1 616	209	Ditto
3 Pimpalgaon	Ditto	Ditto	1 763	7 770	770	7 000	7 000	830	315	1 145	139	Ditto
4 Golegaon	Jaffarabad	Singlied	1 183	2 302	1 050	342	342	642	77	719	60	Ditto
5 Toolzapoor	Ditto	Ditto	1 457	2 365	1 025	1 340	1 340	970	36	1 006	105	Ditto
6 Bhowa	Ditto	Singlied	1 259	4 080	3 768	312	312	105	36	231	45	Ditto
7 Chacholi	Ditto	Ditto	608	2 620	780	1 840	1 840	172	8	180	143	Ditto
8 Garhbad	Ditto	Ditto	178	432	132	300	300	27	51	78		Ditto
9 Yocaba	Jaffarabad	Jaffarabad	1 119	2 704	1 100	1 604	1 604	282	70	352	115	Ditto
10 Indragaon	Narail	Narail	616	2 700	1 718	982	982	454	54	508	31	Ditto
11 Jukha Kewul	Ditto	Ditto	1 231	1 795	413	1 382	1 382	887	106	1 113	207	Ditto
12 Chikli	Ditto	Ditto	1 384	6 662	4 351	2 311	2 311	762	63	824	178	Ditto
13 Korail Duzoorg	Ditto	Ditto	908	2 914	1 002	1 912	1 912	405	91	496	154	Ditto
14 Wunooj	Ditto	Ditto	1 875	3 660	2 11	1 549	1 549	95	76	1 025	203	Ditto
15 Sowul	Ditto	Ditto	3 424	2 810	1 004	1 806	1 806	1 433	156	1 589	435	Ditto
16 Asgaon	Ditto	Ditto	1 424	2 800	1 008	1 792	1 792	903	101	1 077	306	Ditto
17 Derulgaon (Danda)	Ditto	Ditto	668	2 014	1 309	705	705	294	76	233	201	Ditto
18 Hurral	Ditto	Ditto	2 712	4 410	1 429	2 981	2 981	1 607	207	1 829	1 157	Ditto
19 Koola Khord	Ditto	Ditto	2 081	4 959	2 893	2 066	2 066	1 701	168	1 869	623	Ditto
20 Kurela	Ditto	Ditto	2 467	2 880	1 603	1 277	1 277	1 011	129	1 141	338	Ditto
21 Kerkuladda	Ditto	Ditto	153	1 453	1 79	374	374	240	8	274	111	Ditto
22 Kankuladda	Ditto	Ditto	1 331	2 800	1 033	1 767	1 767	714	63	776	126	Ditto
23 Dilgaon	Ditto	Ditto	798	2 103	1 403	700	700	584	52	636	97	Ditto
24 Gidol	Ditto	Ditto	1 206	2 370	1 497	873	873	787	104	885	160	Ditto
25 Gidol	Ditto	Ditto	1 623	2 104	924	1 180	1 180	900	135	1 035	270	Ditto
26 Wurool	Ditto	Ditto	1 303	2 067	1 084	983	983	376	04	440	121	Ditto
27 Wurool	Ditto	Ditto	1 018	4 682	1 485	3 197	3 197	811	147	958	337	Ditto

LIST OF LAND AND VILLAGES AFFECTED BY PROPOSED TRANSFERS
Land and Villages now under assignment, and proposed to be transferred

Name and name of village	Name of talook	Name of p. Tgunnah	Standard rent per 1 of 1 acre in Kuppes	Total area in acres	Uncultivated in acres	Cultivated in acres	Cultivated in acres	Revenue of cultivation in Kuppes	Extra revenue in Rupees	Total revenue in Rupees	Population	Remarks
69 Enlani	Fulabadi	Kawut	100	800	100	70	616	438	4	44	170	Jaghire
70 Puroti	Ditto	Ditto	427	1000	275	740	330	37	4	380	217	
71 Rahore	Ditto	Ditto	1009	1000	100	900	838	37	4	91	85	
72 Sirpalli	Ditto	Korta	666	1113	275	838	435	90	1	23	15	
73 Durgao	Ditto	Ditto	421	600	210	390	383	22	1	31	18	
74 Jamb	Ditto	Ditto	750	608	125	483	661	535	5	540		
75 Sata	Ditto	Ditto	360	339	125	214	42	80	1	40		
76 Koorh	Ditto	Ditto	807	1325	345	480	36	42				
77 Shirmol	Ditto	Ditto	39	342	144	197						
78 Satala	Ditto	Ditto	414	600	125	520						
79 Borson	Ditto	Ditto	775	1150	200	950						
80 Chali	Ditto	Ditto	821	1135	25	910						
81 Gidali	Ditto	Ditto	367	1020	150	875						
82 Dgrue	Ditto	Ditto	442	85	175	720						
83 Korta	Ditto	Ditto	313	845	200	645						
84 Korta	Ditto	Ditto	2001	2305	205	2050						
85 Korta	Ditto	Ditto	630	1168	175	81						
86 Jhwa	Ditto	Ditto	570	950	200	750						
87 S. pl.	Hodgson	Mahoe										
88 S. pl.	Jalnah	Clandole										
89 S. pl.												
Deduct Jaghres			61 627	157 087	55 515	96 64	57 441	29 129	3077	32 206	8022	Jaghire Land D to
			13 355	39 957	9 508	25 073	23 584	8 237	1000	9 243	1392	
			48 272	117 125	40 917	71 55	33 857	90 892	2071	92 973	6650	

Abstract showing area and revenue of land and villages proposed to be transferred from Unassigned to Assigned Districts

Total area	117,125 Beegahs	= 87,844 Acres
Total cultivated	33 841 ditto	= 25,393 Acres
Total revenue	22,963 H S Rupees	= 19,626 Government Rupees

A B—The above Returns are as supplied by the Talookdar, but not verified by Survey

Abstract showing area and revenue of land and villages proposed to be transferred from Assigned to Unassigned Districts

Total area	70 703 Acres
Total cultivated	35 902 Acres
Total revenue	21 253 Government Rupees

(Sd) E A HOBSON,

*Boundary Settlement Officer,
Hyderabad Assigned Districts*

No CIII

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other concluded by COLONEL PETER STARK LUMSDEN, C S I, duly authorized by the VICEROY and GOVERNOR GENERAL of INDIA in COUNCIL for that purpose, and HIS EXCELLENCY SIR SALAR JUNG, G C S I, and NAWAB SHUMS OOL OMRA BAHADOOR, on behalf of the HYDERABAD STATE—1872

Whereas in a Treaty concluded on the 2nd December 1871 between the British Government and the Gwalior State, it is provided, among other things,

that His Highness the Maharajah of Gwalior cedes to the British Government his rights and interests of every description in the villages named in Schedule B annexed to the said Treaty, a copy of which Schedule is attached to this Memorandum of Agreement,

And whereas the said villages are situated within the territorial limits of the Hyderabad State,

And whereas for reasons of State and for the advantage of both contracting parties, it is desirable to transfer to the Hyderabad State the rights and interests aforesaid

The following terms are hereby agreed upon —

(1) The British Government cedes to the Hyderabad State all its rights and interests of every description in the villages named in Schedule B annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871

(2) In consideration of the aforesaid cession, His Highness the Nizam of Hyderabad cedes to the British Government in full sovereignty the villages named in Schedule A annexed to this Memorandum of Agreement with all his rights and interests thereon

Dated at Hyderabad, the 18th day of August, 1872

Seal and
signature
of Ameer
Kabeer

(Sd) P S LUMSDEN, *Colonel,*
Officiating Resident

Seal.

Seal and
signature
of Sir Salar
Jung

(Sd) NORTHBROOK

Seal.

Ratified by His Excellency the Viceroy and Governor General of India,
at Calcutta, on the eighteenth day of December 1872

(Sd) C U AITCHISON,
Secretary to the Govt of India,
Foreign Department.

SCHEDULE A.

Being list of villages ceded to Bombay Government by the Hyderabad State, annexed to this Memorandum of Agreement.

Khegaum
Chincholee.
Akolah.
Mardee.
Thurudgaum.
Talulgaum.
Ralerus.
Goolwunchee.
Bhogaum.
Hippurgab.
Wudjee.
Bhatodee.
Attowda.

SCHEDULE B.

True copy of Schedule B. annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871, and referred to in the Preamble to Article 1 of this Memorandum of Agreement, being list of villages mentioned in Article 2 of this Treaty.

Kusba Ghunsangwee.
Mouza Ooncheygaon.
„ Peepulgaon.
„ Bhudaila.
„ Pathurwillee.
„ Beerkeengaon.
„ Waheegaon.
„ Dhorekeengaon.
„ Rahatgaon.
„ Kurkeengaon.

Seal and
signature
of Ameer-
i Nabeer

(Sd) P. S. LUMSDEN, *Colonel,*
Officiating Resident.

Seal

Seal and
signature
of Sir Salar
Jung

(Sd) NORTHBROOK.

Seal

No CIV.

POSTAL AGREEMENT

ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICES in the TERRITORIES of HIS HIGHNESS the NIZAM—1882,

ARTICLE 1

There shall be a mutual exchange of correspondence between the Imperial Post Office of British India, hereinafter termed the "Imperial post," and the Post Offices in the territories of His Highness the Nizam, hereinafter termed the "Nizam's State post"

The term "correspondence" shall include all classes of articles which may be forwarded by post under the rules for the time being of Imperial post

ARTICLE 2.

On correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam. But all such postage shall be collected by payment in advance, and the correspondence shall be made over to the Imperial post without any claim whatsoever

ARTICLE 3

Correspondence so made over shall be treated by the Imperial post in the same way as if it had been posted originally in an Imperial Post Office, no account being taken of any Nizam's State postage already paid thereon whether in cash or by means of postage labels of the Nizam's State post

ARTICLE 4.

Correspondence which may be made over by the Imperial post to the Nizam's State post shall be made over without claim when no Imperial postage is due and with claim when Imperial postage is due. In the latter case the claim shall be—

- (a) on correspondence originating in Office of the Imperial post termed "Inland correspondence" one-half of the amount of the Imperial postage due,
- (b) on correspondence originating in Foreign Offices termed "Foreign correspondence" the whole amount of the Imperial postage due, the term Imperial postage including in this case the postage due to the Imperial post, or (in the case of foreign parcels) to the Custom House

ARTICLE 5

On correspondence made over under head (a) of the preceding Article whether with or without claim, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam, but on correspondence made over under head (b) no local postage shall be levied

ARTICLE 6

Correspondence received by the Imperial post from the Nizam's State post or *vice versa*, which may be undeliverable, shall be returned, and on correspondence so returned to the Imperial post, the Nizam's State post shall have the right to reclaim any postage previously claimed for it under Article IV.

ARTICLE 7.

Detailed regulations for carrying out this arrangement in respect to the particular office designated for the exchange of correspondence on which Imperial postage is due, the forms to be used in exchanging correspondence, the preparation and settlement of accounts and other matters of detail shall be drawn out by the controlling authorities of the Imperial post and the Nizam's State post in direct communication with each other, and the detailed regulations so drawn out shall be subject to such modification as may from time to time be mutually agreed to by the said authorities

ARTICLE 8

This arrangement shall be executed by the Darbar of His Highness the Nizam and the Resident at Hyderabad, and shall be brought into operation from the 1st August 1882

ARTICLE 9

This arrangement shall continue in force for one year after the date on which one of the two contracting parties shall have announced to the other an intention to terminate it

Signed by the Resident at Hyderabad this the 15th day of August in the year one thousand eight hundred and eighty two

(Sd) W B JONES,
Resident

Signed and sealed on the 10th August 1882, A D—25th Ramzan 1299, H

(Sd) SAJID JUNG
Mukhtar-ul Mulk

Approved and confirmed by the Government of India

(Sd) C GRANT,

Secretary to the Government of India

FOREIGN DEPARTMENT,

SIMLA,

The 5th October 1882

DETAILED REGULATIONS for carrying out the ARRANGEMENT for the EXCHANGE of CORRESPONDENCE between the IMPERIAL POST OFFICE of BRITISH INDIA and the POST OFFICE in the TERRITORIES of HIS HIGHNESS the NIZAM, executed under date the 10th August 1882.

REGULATION 1.

Correspondence originating in the Imperial post, on which no Imperial postage is due, and destined for delivery through the Nizam's State post, as well as all correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, shall be exchanged through any conveniently situated offices of the two Departments

REGULATION 2

For the exchange of the correspondence referred to above, no form of letter bill is necessary, as no claim is raised

REGULATION 3.

The exchange of registered articles, parcels and correspondence, originating in the Imperial post on which Imperial postage is due, destined for delivery through the Nizam's State post, shall be effected by the Hyderabad Imperial post office only in communication with the Nizam's State post office in Hyderabad.

REGULATION 4

When returning (as provided in Article 6) undeliverable articles such as registered articles, parcels or articles on which postage has been charged by

the articles in the upper portion of the letter bill, certify the amount due by the Nizam's State post at the foot of it, and return the letter bill to the Imperial office of exchange

REGULATION 5.

When returning (as provided in Article 6) undeliverable articles such as registered articles, parcels or articles on which postage has been charged by

the Imperial office of exchange, the Nizam's State post shall forward therewith a claim bill in the annexed form. The amount claimed shall be verified by the Imperial post office and the certificates (original and duplicate) at the foot of the claim bill shall be signed by the Postmaster of the Imperial post office, the original certificate being returned to the Nizam's State post office and the duplicate forwarded to the Postmaster General, Madras

REGULATION 6

From the certificates of letter bills and claim bills of each month, received from the Imperial offices of exchange, there shall be prepared, in duplicate, in the office of the Postmaster General, Madras, an account current for the month showing the net amount due by the Nizam's State post to the Imperial post. One copy of the account shall be sent to the controlling authority of the Nizam's State post and the other to the Imperial Postmaster, Hyderabad. The former shall pay to the latter the balance due.

Letter Bill to be used by the Imperial post office of exchange in forwarding mails to the Nizam's State post

No. , dated

From—The Hyderabad Imperial Post Office,

To—The Hyderabad Nizam's State Post Office

DETAILS	Amount for which the Imperial office is entitled to credit			Amount of postage due from the Nizam's post office			REMARKS
Inland unpaid—							
Letters including Postcards .							
Packets including News papers							
Parcels . .							
Foreign unpaid—							
Letters including Postcards .							
Packets including News papers .							
Parcels . .							
TOTAL .							

Received with registered articles and parcels, *vide* details on reverse

*Postmaster,
Nizam's State Post*

Registered articles and parcels should be detailed on the reverse of the upper portion of this letter bill

The Nizam's State Post Office at Hyderabad owes Rs A. P
being postage due as per Letter Bill No dated , of the Imperial
Post Office at Hyderabad

HYDERABAD,

*Postmaster,
Nizam's State Post*

Details of Registered Articles and Parcels

No	WEIGHT *		Office of despatch	Name and address of addressee	Office of destination.
	Bates	Tolas			

* Bates for Registered articles
Tolas for Parcels

Claim Bill to be used by the Nizam's State post when returning undeliverable articles on which postage was previously claimed by Imperial post office

No , dated

From—The Hyderabad Nizam's State Post Office,

To—The Hyderabad Imperial Post Office

Description of Articles	Amount of postage due at half rates for inland articles and full rates for foreign articles now reclaimed by the Nizam's State post	Amount of reclaim admitted by the Imperial post office	Amount of full postage due to be accounted for by the Imperial post office
	<i>R a p</i>	<i>R a p</i>	<i>R a p.</i>
Inland unpaid—			
Letters, including Post-cards . . .			
Packets, including News papers . . .			
Parcels			
Foreign unpaid—			
Letters, including Post-cards . . .			
Packets, including News papers . . .			
Parcels			

NOTE—The last column in this form will be filled up in the receiving Imperial post office and brought to account by entry in the letter postage account.
Form No 12.

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A.
P. being postage due on articles returned undeliverable.

HYDERABAD
POST OFFICE,

Postmaster,
Hyderabad Imperial
Post Office.

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A.
P. being postage due on articles returned undeliverable.

HYDERABAD
POST OFFICE,

Postmaster,
Hyderabad Imperial
Post Office.

Received with registered articles and parcels, *vide* details on reverse

*Postmaster,
Nizam's State Post*

Registered articles and parcels should be detailed on the reverse of the upper portion of this letter bill

The Nizam's State Post Office at Hyderabad owes Rs A. P
being postage due as per Letter Bill No dated , of the Imperial
Post Office at Hyderabad

HYDERABAD,

*Postmaster,
Nizam's State Post*

Details of Registered Articles and Parcels

No	Weight *		Office of despatch	Name and address of addressee	Office of destination.
	Rates	Tolas			

* Rates for Registered articles
Tolas for Parcels

Claim Bill to be used by the Nizam's State post when returning undeliverable articles on which postage was previously claimed by Imperial post office

No , dated

From—The Hyderabad Nizam's State Post Office,
To—The Hyderabad Imperial Post Office

Description of Articles	Amount of postage due at half rates for		Amount of full
	Amount of postage due at full rates for		Amount of full
	R a p	R a p	R a p.
Inland unpaid—			
Letters, including Post-cards . . .			
Packets, including News papers . . .			
Parcels			
Foreign unpaid—			
Letters, including Post cards . . .			
Packets, including News papers . . .			
Parcels			

NOTE—The last column in this form will be filled up in the receiving Imperial post office and brought to account by entry in the letter postage account Form No 12.

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A.
P. being postage due on articles returned undeliverable.

HYDERABAD
POST OFFICE,

Postmaster,
Hyderabad Imperial
Post Office.

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A.
P. being postage due on articles returned undeliverable.

HYDERABAD
POST OFFICE,

Postmaster,
Hyderabad Imperial
Post Office.

- (2) With the exception of opium booled through by rail to the Madras Presidency, no opium shall be imported without a license from His Highness the Nizam.
- (3) With the same exception no opium shall be exported
- (4) The import of opium shall as far as possible be confined to what is absolutely requisite for licit home consumption
- (5) The transport, possession, and retail sale of opium shall be permitted only under license from His Highness the Nizam

2 His Highness the Nizam further agrees to communicate to the Resident at Hyderabad all alterations which it may from time to time be found necessary to make in the rules which have been framed to give effect to the above conditions, and not to make any alterations the effect of which will be to diminish the securities provided by the rules for due observance of the said conditions

3 And the British Government has agreed that the Opium Agent at Indore shall issue passes for the transport from Indore to Hyderabad of such quantities of opium as may from time to time be applied for by His Highness's Government through the Resident at Hyderabad, and shall levy on the same, on 1st of January 1860, a duty of Rs. 600 (six hundred) per chest of 140 lbs avoirdupois, the rate charged on opium supplied to Hyderabad shall not be less than Rs 600 (six hundred) per chest of 140 lbs avoirdup is, except with the previous consent of His Highness's Government

4 Lastly it is provided that either of the parties to this agreement shall be at liberty to withdraw from it after giving to the other party twelve months' notice

Signed at Hyderabad on the 29th day of October eighteen hundred and eighty-three

(Sd.) J G CORDERY, (Sd) R NARENDUR BAHADUR
British Resident, Hyderabad (Sd) MEER LAIK ALI

(Sd) RIPON,

Viceroy and Governor General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the 6th day of December A D one thousand eight hundred and eighty- three

(Sd) H M DURAND,

*Secretary to the Government of India,
Foreign Department*

No OVI.

AGREEMENT between the GOVERNMENT of HIS HIGHNESS the
NIZAM and HIS HIGHNESS the NIZAM'S GUARANTEED STATE
RAILWAYS COMPANY, LIMITED.

Dated 27th December 1883

This indenture made the 27th day of December 1883 between the Government of His Highness the Nizam ul Mulk Asaph Jah Bahadur, Sovereign of the Hyderabad State, by its duly accredited Representative the Sirdar Diler Jung Bahadur, C I E, now temporarily residing in London, of the first part, and His Highness the Nizam's Guaranteed State Railways Company Limited of the second part

Whereas certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Government for the construction and equipment of the new lines hereinafter mentioned or some part or parts thereof, and it is intended that the same shall, subject to such variations and modifications thereof as hereinafter provided, be adopted and carried out by the Company party hereto as nearly as circumstances permit

Now this Indenture witnesseth that it is hereby agreed and declared as follows —

1 In this Contract—

The expression "the Government" means the Government of His Highness the Nizam

The expression "the Company" means the Company party to these presents

The expression "the existing Railway" means the existing line of Railway from Wadi to Hyderabad and Secunderabad, with all its stations, lands, works, engines and other rolling stock and appurtenances

The expression "the new lines" means the proposed new Railways, hereinafter in Article 2 mentioned, from Hyderabad to Warungal, and thence to the southern frontier of the State of Hyderabad near Bizwada, and from Warungal to the northern frontier of the said State near Chanda

The expression "the lines" means all lines for the time being forming part of the undertaking of the Company

The expression "the first section" means the said proposed new Railways from Hyderabad to Warungal and thence to the southern frontier

The expression "the second section" means the said proposed new Railway from Warungal to the northern frontier

The expression "Inspecting Officer" means an Inspecting Officer or Officers appointed by the Government and approved by the Government of India for the purposes of these presents.

2. The Company shall take over the existing Railway from Wadi to Hyderabad and Secunderabad (about 121 miles in length) on the terms and conditions mentioned in Articles 20 and 23 hereof, and shall construct, at the times and in manner and subject to the provisions hereinafter prescribed and contained, a single line of Railway of the gauge of 5 feet 6 inches the first section, about 210 miles in length, to extend from Hyderabad to Warungal and thence to the southern frontier of the State of Hyderabad near Bizwada, and the second section thereof (about 160 miles in length) to extend from Warungal to the northern frontier of the said State near Chanda. The total length of the two sections not to exceed 370 miles. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the gauge of 5 feet 6 inches shall be strictly followed.

3. The Government shall at the time of execution of this Indenture deliver to the Company, free of charge, all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new lines as aforesaid, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as circumstances will permit. The situation and extent of all stations, station yards, sidings, offices, warehouses, buildings, conveniences and appurtenances to be constructed in connection with the lines shall be subject to the approval of the Government.

4. The Government shall, after the definitive selection of the route and direction of the new lines, or of any part or parts thereof, and as and when required by the Company, provide free of cost to the Company the lands which shall be permanently and temporarily required for the construction of the new lines or for the part or parts so selected and for the works connected therewith, and for the stations, station yards, sidings, office ~~may be any other place and extent as may be required~~ give ~~possession~~ ~~purpose~~ the Company to the Government. The Government will permit the Company to take, free from any royalty or other payment, such stone, sand, gravel, earth, brick earth and local products suitable for conversion into lime and mortar, being respectively the property of the Government, as may be *bona fide* reasonably necessary for the purposes of the construction of the new lines or any part thereof, provided that the same be taken only from such places within a convenient distance from the works as an officer to be appointed by the Government and the Company shall agree

5 The Company shall, on receiving possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, plans, specifications and other documents (subject to such alterations as are made), of the new lines, and of all such stations, station yards, sidings, offices, warehouses, conveniences and appurtenances as aforesaid, including all works necessary or expedient to secure the permanence, and for the protection of the same against injury by inundation or otherwise, and will complete the first section and the second section respectively within a period of three years from the date of obtaining possession of all the land for the same. The second section shall not, unless otherwise agreed between the Government and the Company, be opened until the Railway project is near completion.

6 The Company may, from time to time, as often as an Inspecting Officer shall certify that any portion of the new lines is fit for conveyance of passengers and goods, open the same portion for public traffic. And the Company shall open the said lines respectively for public traffic throughout and with a good and sufficient stock of engines, carriages, waggons, plant and machinery for working the same in conformity with the provisions of these presents when and so soon as an Inspecting Officer shall have certified that the lines respectively are complete and fit for the conveyance of passengers and goods throughout. During the construction of the new lines all materials to be used and also the manner in which the works are performed shall be subject to the inspection and approval of an Inspecting Officer.

7. Upon the first section being completed and opened for public traffic throughout, the Government will, at their own expense and free from all expense and cost to the Company, whether by way of rent or otherwise, grant to the Company a lease of, or otherwise secure to the Company a right and title to the land which shall have been provided for that section under Article 4 (or so much of the said land as shall be permanently required for the purposes of the Company) and the Railways and works constructed thereon, for a term of 99 years from the date of the opening of the said section for traffic throughout, subject to the same being sooner determined under the provisions in that behalf hereinafter contained, and the Government shall guarantee to the Company the right and possession of such land as against any claimant, but shall not be called upon to show any title thereto.

The provisions hereinbefore in this Article contained shall apply, *mutatis mutandis*, to the second section, except that the grant to the Company of the lease or other title to the second section shall be made for a term co-extensive with the period of 99 years applicable to the first section, and so that the period for both sections shall terminate at the same date.

8 The Company shall keep the lines (or so much thereof respectively as shall for the time being have been opened for traffic) and all the stations, station yards, offices, warehouses, conveniences, and works thereto belonging in good repair, and sufficiently supplied with engines, carriages, rolling stock, plant and machinery, and shall keep the whole in good working condition.

The whole shall at all times be open to the inspection of an Inspecting Officer, and the company shall afford to every Inspecting Officer all such facilities as may be reasonably requisite to enable him to perform his duties. The Company shall, upon notice in writing from the Government for

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as aforesaid

able speed execute and do the works and things described therein. If in any case the Company shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a reasonable time, the Government may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money properly expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £4 per cent per annum, to be computed from the time of demand for payment of such moneys until payment of the same.

9. After the new lines or either section thereof shall be opened for the report to carry addition

to the lines, or in or to any stations, station yards, offices, warehouses, conveniences or works therewith connected respectively, which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, rolling stock, plant and machinery as the Government may consider necessary. Such notice shall specify the alteration, addition or improvement required, and also shall in general terms describe the works to be executed for the purpose of carrying out such alteration, addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Government providing (free of cost, and on terms similar to those on which land is to be provided under Article 4) any land that may be required for the purpose, and granting to the Company a lease of, or other title, as aforesaid, to such land, for the period in Article 7 mentioned, and upon the same terms. If in any case the Company shall fail to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter upon any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of 4 per cent per annum, to be computed from the time of demand for payment of such moneys until payment of the same. Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or incur any expense, under this Article for which additional capital

would be required, unless and until the Government shall have guaranteed such interest thereon not exceeding £4 per cent per annum, and for such period as shall enable the Company to raise the additional capital

10 The Government may from time to time prohibit the Company from using any engine, carriage, waggon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, boat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have been opened for traffic, to the other extremity of the same lines, and so as to afford reasonable convenience for the Post Office

12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway

13 The Company will at all times convey free of charge on their lines of Railway, and on any part thereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of His Highness the Nizam and of the Government of India when such troops are on duty, and all police officers, engineers, artisans, and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, viz, all commissioned officers and persons in a similar station in life in His Highness the Nizam's service or in the service of the Government of India shall be entitled to travel in first class carriages at second class fares, troops, sailors and artisans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons aforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge. The Company will also at all times convey all military establishments not hereinbefore specified, all horses and other animals used for military purposes, guns, ammunition, military stores, carriage, waggons, camp equipage, and public stores of what kind soever of the Government of India at the lowest rates for the time being. The Company for the carriage of such animals respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or

of the Government of India shall be complied with in preference to and with priority over the public use of the lines.

14 The Company shall convey gold and silver bullion and coin and copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

15 As regards the electric telegraphic appliances already existing on the Railway from Wadi to Hyderabad and Secunderabad the same shall be worked in accordance with the terms and conditions in that behalf contained in the Agreement of the 19th of May 1870 entered into between the Government of India and the Government.

The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof, and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or any part of them, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not unnecessarily obstructing the working of the Railway as it shall consider necessary or proper in relation to the construction, maintenance use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such matters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure.

The Company shall at all times furnish the Government of India with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

16 The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances and to maintain the same in good repair and good working condition. The working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost. But the Company shall observe the rules for the time being in force in the case of Indian State Railway Telegraphs or such of the said rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph Department of the Government of India for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided under this section for their use.

would be required, unless and until the Government shall have guaranteed such interest thereon not exceeding £4 per cent per annum, and for such period as shall enable the Company to raise the additional capital

10 The Government may from time to time prohibit the Company from using any engine, carriage, waggon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shall be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, boat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same

11. The Company shall, unless hindered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have been opened for traffic, to the other extremity of the same lines, and so as to afford reasonable convenience for the Post Office

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13 The Company will at all times convey free of charge on their lines of Railway, and on any part thereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India and the guards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India The Company will also at all times convey all troops and sailors in the service of India when such troops, sailors, and other persons of the Government of India are stationed officers and persons in a similar station in life in His Highness the Nizam's service or in the service of the Government of India shall be entitled to travel in first class carriages at second class fares, troops, sailors and artisans (under the rule of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons aforesaid at the lowest fares To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first

agents, camp and baggage and equipments and all public stores or whatsoever of the Government and the Government of India at the lowest rates for the time being ordinarily chargeable by the Company for the carriage of such animals goods merchandise and stores respectively. The several privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or

of the Government of India shall be complied with in preference to and with priority over the public use of the lines.

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The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof, and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or any part of them, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, and things not unnecessarily it shall consider necessary or for the maintenance use and working of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such matters or any of them, be subject to the control or interference of the Company

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure

The Company shall at all times furnish the Government of India with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto

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The working of the telegraphs and telegraphic appliances shall be exclusively for the use of the Indian State Railway. The Company shall pay the charges of the Telegraph Department of the Government of India for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided under this section for their use

would be required, unless and until the Government shall have guaranteed such interest thereon not exceeding £4 per cent. per annum, and for such period as shall enable the Company to raise the additional capital.

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 privileges of conveyance and carriage hereby stipulated for shall at all times be enjoyed and all other reasonable requirements of the Government or

21. The existing Railway shall be vested in the Company from the date of delivery of possession thereof as aforesaid for a term which shall end with the term of 99 years mentioned in article 7, and in the like manner and upon the like conditions as are stipulated in that Article with respect to the land provided by the Government for the first section

22. The capital of the Company shall be issued as follows: for the purposes of this contract, other than the construction and equipment of the second section £2,000,000 in shares and £1,500,000 in redeemable mortgage debentures bearing interest at the rate of 4 per cent. per annum and for the purposes of the second section £500,000 of like debentures, and any sum or sums of additional capital not exceeding £500,000, as the Company shall require, and to be raised in such manner and at such time or times as shall be agreed between the Government and the Company.

23 The Company will, as the consideration for the purchase of the existing Railway and for the obligations, concessions and guarantees of the Government in this Indenture expressed and contained, issue the shares and pay the sums of money hereinafter in this article mentioned, that is to say—

(a) The Company will issue to the Sirdar Diler Jung Bahadur or other the accredited representative for the time being of the Government appointed for that purpose and on behalf of the Government fully paid shares of the Company to the amount of £500,000, at the time of the first general issue of shares in the Company (the numbers of such shares to be defined by a supplemental contract to be executed by the parties hereto) and to be filed with the Registrar of Joint Stock Companies in England before the issue of such shares.

(b) The Company will pay £625,000 in cash out of the first moneys received by the Company in respect of the issue of its capital or any part of it, to a special account to be opened at the National Provincial Bank of England, Limited, to the credit of the Government, and to be applied by the Sirdar Diler Jung Bahadur or other the accredited representative of the Government in

vided in cash.

(c) The Company will deposit £200,000 in cash with the said Bank for the purpose of the Guarantee Fund mentioned in Article 46, such deposit to be made out of the first moneys of the Company available after making the payment lastly hereinbefore directed.

(d) And the Company will, within six months from the first general allotment of its shares, pay £341,666 in London in cash to the credit of the Government at the said Bank.

24 The Company will pay or cause to be paid into the said Bank or other the Bank for the time being of the Company the remainder of its said

20. The Government will, on the issue of the fully paid shares and on payment and satisfaction of the several sums of money mentioned in Article 23, paragraphs (a), (b) and (c), in manner therein provided, deliver through the Government of India (who are at present in possession of and working the same) to the Company possession of the existing Railway, together with all stations, plant, engines, rolling stock, telegraphs, and all movable property, and

28 The term "working expenses" shall mean and include the payment of all salaries and wages of the officials and employees of the Company and all expenses of and incidental to the undertaking of the Company by the Company in and about the repairs and maintenance of the lines, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company.

29. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a police force and Police Magistrate for the purposes of the lines as is not hereby agreed to be borne by the Government, and any other moneys (whether in the nature of a payment towards a reserve fund or otherwise), which the Government and the Company may from time to time agree, or shall in case of dispute be determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new lines or any of the stations, station yards, offices, warehouses, conveniences and works, or of any additions to the same or either of them, or of the purchase (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided for the Company's lines shall be included in the working expenses of the Company.

30 The Company shall keep a revenue account in which shall be entered all the gross earnings of the Company and the working expenses of the Company. The revenue accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in every year, or to such other days as the Government and the Company shall from time to time agree and arrange

31. So long as the Government shall be liable to pay the annuity under Article 25, and after the termination of such liability so long as any moneys are due by the Company to the Government, the revenue receipts of the Company shall be dealt with as follows, that is to say—During the period of the said annuity the net earnings of every half-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and subject as aforesaid to any further guaranteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied in manner following, that is to say—One moiety thereof (or such part thereof less than one moiety as shall be sufficient for the purpose) shall be applied in or towards repayment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity or (subject as aforesaid) any guaranteed interest and not been repaid, and the balance, if any, of such moiety of net earnings shall be applied in or towards payment of any other sum or sums of money for the time being owing by the Company to the Government. And as to the remaining moiety of such net earnings the Company shall be entitled to the same for its own use and benefit. All

capital account, or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements falls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic shall be borne by capital). After the new lines have been opened for traffic throughout no portion of the salaries or allowances of any of the Company's permanent supervising or other administrative staff shall be chargeable to capital, although for the time being employed partly or wholly in directing or superintending work so chargeable, and no expenses con-

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is opened for traffic throughout, all the expenses of the Company (including all costs of and incidental to the formation and registration of the Company, and the raising and issue of its capital as aforesaid) shall be chargeable to capital

34 If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Auditor if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Company, and a person to be named by the Government, or in case of their being unable to agree to an Umpire to be named by them, and in the event of their failing to do so within fourteen days after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by Her Majesty's Secretary of State for India. The costs of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

35 The Company shall enter all the expenditure allowed under Article 32 in an account to be called "The Capital Account," and when and so soon as the first section and the second section respectively and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of such accounts, ascertain and certify the amount of the expenditure. If any further expenditure shall from time to time be made by the Company, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government under Article 9, and if it is

moneys payable to the Government under this article shall be paid in sterling in London or in Bombay at the current rate of exchange as the Government may direct

And from and after the expiration of the period of the said annuity in case any moneys shall then remain due from the Company to the Government in respect of the said annuity, or so long as any other moneys remain due by the Company to the Government, the said net earnings of the Company in each year shall be applied as follows, that is to say —A sum equal to £5 per cent per annum on the total debenture and share capital of the Company for the time being shall be retained by the Company and applied in such manner as the Company shall think fit, and the balance, if any, of the said net receipts shall be applied as follows, namely —One moiety thereof in or towards payment to the Government of any moneys then due by the Company to the Government, and the remaining moiety for the use and benefit of the Company.

When all moneys due from the Company to the Government have been paid and discharged, the Company shall be entitled to all net earnings for its own use and benefit.

The revenue account of the Company shall be regularly submitted by the Company to the Government, who may audit the same (the Company giving every facility and assistance required for such audit), and may in case of error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to the Government. Every revenue account shall, subject to the correction of such errors as aforesaid, be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Government. Any reasonable expenses of and incidental to every audit on behalf of the Government (including the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and shall form part of the working expenses of the Company, and the statement of the Government of the amount of such expenses shall be conclusive.

32. All the expenditure of the Company in relation to the formation and registration of the Company, and the raising and issue of its share and debenture capital and all other expenditure of the Company during or

requisite engines, carriages, rolling stock, p
time to time, be stated by " Government,
and as between the Company " ll be
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time be or have been previous : the
Government or its representative.

33 If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on

capital account, or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements falls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic shall be borne by capital). After the new lines have been opened for traffic throughout no portion of the salaries or allowances of any staff shall be partly or wholly chargeable to capital, and been actually employed on such work, but until the first section is opened for traffic throughout, all the expenses of the Company (including all costs of and incidental to the formation and registration of the Company, and the raising and issue of its capital as aforesaid) shall be chargeable to capital.

34 If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Auditor if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Government, or in case of difference named by them, and in the event of the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by Her Majesty's Secretary of State for India. The costs of any such reference shall, unless the referees or referee shall otherwise direct, be treated as part of the working expenses of the Company.

35 The Company shall enter all the expenditure allowed under Article 32 in an account to be called "The Capital Account," and when and so soon as the first section and the second section respectively and all proper stations, station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages,

and for moneys expended by the Government under Article 9, and if it is

agreed between the Government and the Company that such expenditure or payment is properly chargeable to capital, the same shall in like manner be entered in the capital account, and from time to time as occasion shall require the said capital account shall be made up and stated afresh, and the total amount of expenditure entered therein shall be ascertained and certified by the Government. In the said capital account shall also be entered any moneys produced by sale of property originally purchased under expenditure entered in the said capital account under article 32 or this present article, and the Government shall, from time to time, as may be necessary, ascertain and certify the amount of the excess of the expenditure entered in the capital account over the receipts entered therein.

36 The Company shall keep accounts and returns of its traffic in a manner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns are from time to time required by the said Government, and the Company shall, at its own cost, render all accounts and returns of traffic required to be kept by it under this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

37. The Government will use their best endeavours to obtain for the Company powers to form junctions with other railways near to any of the lines, and powers to run the trains of the Company on such other railways upon reasonable terms and conditions, and will endeavour to obtain such powers for the Company with reference to any railways that may hereafter be formed in the territories of His Highness the Nizam, if such railways be not constructed by the Company party hereto.

38 The Company will, from time to time, upon the requisition of His Highness the Nizam, or of the Government of India, make reasonable arrangements for the use of their lines for the passage of the engines and trains of other railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restrictions.

39 Every notice, direction, certificate to be given or signed on the purposes of these presents shall be signed by any duly authorised official of the Government or of the Company.

40 The Company shall at all times keep an office established at Bombay or Hyderabad as the Company may determine and shall keep at such office an authorised agent or committee of agency with whom the Government may communicate on affairs concerning the lines. All drafts drawn and receipts given by the said agent or committee of agency, or under his or

their authority on behalf of the Company, concerning the lines and the affairs thereof, shall be binding on the Company, and every notice to be given to the Company other than the notices mentioned in any of the several articles hereinafter contained, which shall be served at the Company's registered office in London, shall be sufficiently given if left at the office first mentioned in the article, or if personally served on the agent or any member of the said committee of agency.

41. At the end of the term of 99 years, mentioned in article 7, the land which shall have been provided for the Company under these presents so far as the same shall not have been previously delivered up by the Company, and fixed machinery thereon not revert to the Government free. The Company shall thereupon deliver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents whatsoever in any wise connected with the lines and the affairs thereof, and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery and stores which at the end of the said term of 99 years shall be the property of the Company and used in working the lines or in connection therewith, for such sum of money as shall be the fair value thereof for the purposes of the lines, the same to be determined in case of dispute by arbitration in manner by article 48 provided in respect of the matters therein dealt with, and such sum of money with interest thereon at the rate of £5 per cent. per annum, calculated from the expiration of the said term of 99 years until payment, shall be paid in sterling by the Government to the Company in London within six calendar months after the amount thereof shall have been determined.

42. It shall be lawful for the Government to purchase all the Company's lines with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934, or 1954, upon giving one year's previous notice in writing to the Company in London of the intention of the Government to purchase the same, and, in case such notice of purchase shall be given, the land provided for the Company under these presents so far as the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then already belonging to the Government) and all engines, carriages, rolling stock, plant machinery and stores used in working the lines, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase money hereinafter mentioned for the same, become the absolute property of the Government, free from all debts and charges whatsoever, and the Company shall thereupon deliver to the Government all the engines, carriages, rolling stock, plant, machinery and stores used upon or in connection with or appropriated to the lines, and all surveys, plans, sections, printings, writings, drawings and documents whatsoever in any wise relating thereto. The Government shall on the day on which the lines and other the premises mentioned in this article shall, under this Article, become the

property of His Highness the Nizam, pay to the Company in London in sterling so much of the several sums mentioned in article 22 as shall be unredeemed, together with a bonus of £25 per cent upon the amount unredeemed.

43. In case of any breach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the report of an Inspecting Officer, to give to the Company in London six calendar months' notice in writing of the intention of the Government to terminate the interest of the Company in the lines and works, and the land provided for the same, and unless the default or breach shall be made good or remedied prior to the expiration of the said six calendar months, or such further period, if any, as shall be agreed between the Government and the Company, or determined by arbitration under article 48, it shall be lawful for the Government on the expiration of the same six calendar months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the lines, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the lines free from all debts and charges whatsoever. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the said sums mentioned in article 22 as shall be unredeemed.

44. Upon the Government acquiring the right of possession of the lines and the interest of the Company in the same terminating under any of the three articles last hereinbefore contained, the obligations of the parties hereto under any of the provisions of these presents (save the provisions in such three articles) shall as to any future operation thereof cease. But it shall be lawful for the Government, out of any moneys payable by them to the Company under any of such articles, to deduct the amount (if any) of money in the hands of the Company, representing sanctioned capital remaining expended.

45. The Company shall not acquire any interest in respect of those sections of the Great Indian Peninsula Railway now existing or already sanctioned in the territories of His Highness the Nizam, nor in any concession already made to the West of India Portuguese Guaranteed Railway Company, nor in respect of those portions of the Bellary Branch of the Madras Railway Company or of any other railway now or hereafter worked by the Great Indian Railway Company, excepted, the Company shall not acquire any interest in any other railway within the territories of His Highness the Nizam, subject to their acceptance within six months of the offer on the terms to be named by the Government of His Highness the Nizam for carrying out any such railways, such terms not being less favourable to the Company than those to be given to any other parties.

ernment, and the other by the Company, and such Trustees shall stand possessed of the same upon the trusts following, that is to say

- (a) To invest the same, in the names of the Trustees, in any of the public stocks, funds, or securities of the British Government in England or India or any other stocks, funds or securities agreed upon between the Government and the Company, with power from time to time to vary the investments for others of a like nature
- (b) To pay the dividends, interest and income, as and when received, to the Government, so long as the Government shall not make default in punctual payment of the said annuity payable by the Government to the Company under article 25
- (c) In the event of any such default as aforesaid from time to time to raise out of the said dividends interest and income, or by sale of an adequate part of the principal, and to pay to the Company such moneys as the Government shall have hereinafore agreed to pay to the Company, and shall have failed to pay on the due date, together with interest on all such moneys at the rate of 5 per cent per annum from the due date thereof until payment
- (d) And subject to the trusts hereinbefore declared in trust for the Government

And the Government agrees so long as the said annuity is payable to the Company under the provisions of these presents, forthwith to pay and make good to the Trustees from time to time such sum or sums as the Trustees may, under the trusts in sub article (c) of this article contained have raised by sale of any part of the stocks, funds, or securities aforesaid, to the intent that the said Trust Fund may always be maintained during the period of the said annuity at the full value of £200,000

Provided always, that in the event of the death or resignation of either of the said Trustees, or of their respective successors in the trust, a new Trustee shall be appointed in his place by the Government if the Trustee so dying or resigning shall have been originally appointed by the Government and by the Company if the Trustee so dying or resigning shall have been originally appointed by the Company. The Trustees shall be recouped all expenses reasonably incurred by them in respect of the said trusts and may be paid a yearly fee not exceeding £100 each for their services in relation thereto, and unless otherwise agreed between the Government and the Company, such expenses and fees shall be treated as part of the working expenses of the Company

47 The balance of the annuity to be paid by the Government to the Company in pursuance of article 25 from time to time remaining in the hands of the Company after each half-yearly payment of the interest specified in that article shall be immediately paid over by the Company to the Trustees mentioned in article 46.

The said Trustees shall, during the period of 20 years mentioned in article 25, invest all moneys received by them in respect of such balance of the

said annuity in manner mentioned in article 46, paragraph (a), and shall hold the stocks, funds and securities in which the said money shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the redemption of the said debentures at the expiration of the said period of the ex-
any part or parts thereof in fund or
the Company, in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall agree il of the

On the determination of the contract, any balance of the said sinking fund which shall then remain unapplied shall, in the event of the Government purchasing the undertaking under article 42, or in the event of a forfeiture under article 43, and up to the amount payable in respect of the debenture capital of the Company for the time being unredeemed and subsisting, and any interest thereon and all moneys for the time being payable by the Company to the Government, be treated as and applied by the Trustees in part payment of the money payable by the Government to the Company under those articles respectively, and in the event of the said term of 99 years expiring by effluxion of time, any such balance shall be applied in repayment, so far as the same will extend, of the debenture capital of the Company, or so much thereof as immediately before the expiration of the said term shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government, and subject thereto the balance shall belong to the Company

48 If the Government and the Company shall fail to agree touching any matter with respect to which their agreement is required by these presents, or if any dispute or question shall arise as to the necessity for or the character, situation or extent of any work proposed by the Company or required by the Government to be executed by the Company under any of the provisions hereinbefore contained, or if in any case whatsoever uestion

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in any of such cases the matter as to which the Government and the Company shall fail to agree, or the matter in difference as the case may be, shall be submitted to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company, and the duty of such Board shall be to enquire into and equitably adjust and determine such disputes, and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute for determination to an Umpire, to be appointed by il
each case before they proceed to arbitrate, not, within fourteen days after the referred to them, have appointed the said Umpire may be made upon the application

British Government, in virtue of an agreement concluded between the Government and His Highness the Nizam on the 19th of May 1870 —And whereas His Highness the Nizam, with the consent of the British Government under the said agreement, has caused His Highness the Nizam to execute the said agreement, and to certain reservations —And whereas His Highness the Nizam has assured the British Government that the aforesaid conditions have been fulfilled, and has requested the British Government to deliver to His Highness the Nizam's Guaranteed State Railway Company, Limited, possession of the existing railway from Wadi to Hyderabad and Secunderabad, in accordance with article 20 of the said agreement of the 27th December 1883 —Therefore His Highness the Nizam hereby undertakes and promises to the British Government, in respect of the reservations aforesaid as follows —

1 In the event of the said Nizam's Guaranteed State Railway Company, Limited, failing to maintain and work the existing railway from Wadi to Hyderabad and Secunderabad as a five feet six inch gauge line in the manner and according to the provisions of the agreement dated the 27th December 1883, then the operations of the agreement entered into between the British Government and His Highness the Nizam on the 19th of May 1870 shall receive the sanction of the British Government under the said agreement, and the British Government had never delivered the said line to the Company

2 His Highness the Nizam will cause the Company, and its lines of railway and undertaking, to be subject to provisions as nearly similar as circumstances and the provisions of the agreement dated the 27th December 1883, will admit of, to those contained in the Indian Railway Acts of 1879 and 1883, and the Indian Telegraph Act, 1876, and if the British Government shall think fit in any subsequent Acts affecting railways or telegraphs which may be hereafter passed by the British Government

3 His Highness the Nizam will, so far as lies in his power under the terms of the agreement, cause the Company to observe the rules for the time being in force in the case of Indian State Railway telegraphs or such of the said rules as the British Government may from time to time prescribe for their observance, and will cause the Company to pay the charges of the Telegraph Department of the British Government for the rent, maintenance and inspection of the telegraphs and telegraphic appliances provided for their use

4 His Highness the Nizam will, whenever he may be called upon to do so, render to the British Government all assistance that may be considered by the British Government necessary for obtaining from the Company the discharge of their obligations to the British Government in respect of the matters mentioned below —

(a) Under article 13 of the aforesaid agreement, dated the 27th December 1883, which provides for the free carriage of mails, and servants of the post office in charge thereof, and also (when they are on duty) of all officers

and persons in the administration of the Post Office of the British Government for the conveyance of troops and sailors in the service of the British Government.

and other animals used for military purposes, guns, ammunition, military stores, carriages, waggons, camp equipage and equipments and all public stores whatever of the British Government, at the lowest rates ordinarily chargeable for carriage of such animals, goods, merchandise, and the priority of the privileges recited and Government over the public use of the

lines

(b) Under article 14 of the same agreement, which provides that the Company shall convey gold and silver bullion and coin and copper coin belonging to the British Government, and the persons in charge thereof, at special rates to be from time to time agreed upon between the British Government and the Company.

(c) Under article 15 of the same agreement, which provides that the British Government shall be at liberty to construct, maintain, use, and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof, that it shall be lawful for the British Government for such purposes to enter at all reasonable times by its agents, workmen, or others on the lines or any part of them, and to erect, maintain, make, do, and execute thereon all such buildings, machinery, works, acts, and things not unnecessarily obstructing the working of the railway as it shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said telegraphs and telegraphic appliances, that the British Government shall not, in respect to such matters or any of them, be subject to the control or interference of the Company, that all buildings, machinery, works, and appliances erected or brought by or on behalf of the British Government on the lines or any part thereof shall be and remain the property of the British Government, and shall be removable by it at pleasure, and that the Company shall at all times furnish the British Government with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working, or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertaining thereto.

(d) Under article 16 of the same agreement, which provides that the British Government has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the British Government, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances, and to maintain the same in good repair and good working condition, and that the working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost; but that the Company will not be permitted to themselves construct or provide any

such electric telegraphs or telegraphic appliances unless licensed so to do under the aforesaid Telegraph Act of 1876

(e) Under article 38 of the same agreement, which provides that the Company shall, from time to time, upon the requisition of the British Government, make reasonable arrangements for the use of their railway lines, for the passage of engines and trains of other railways, for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommodation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under reasonable conditions and restriction

(f) Under any other articles of the said agreement of the 27th December 1883, wherein an obligation on the part of the Company towards the British Government may be expressed or implied

5. His Highness the Nizam will supply the British Government, for statistical purposes, with copies of the periodical accounts and returns which may be rendered to His Highness under the provisions of Article 36 of the aforesaid agreement

6. His Highness the Nizam will appoint an inspecting officer for the purposes specified in Articles 6, 8, 9, and 10 of the said agreement of the 27th December 1883, upon receiving the approval of the British Government to the said appointment, and further whenever the office of inspecting officer may become vacant will from time to time make appointments to the said office, subject to the approval of the British Government

Signed by the Resident at Hyderabad on the part of the British Government this the 30th day of April in the year one thousand eight hundred and eighty-five

Signed and sealed on the 30th day of April one thousand eight hundred and eighty five, A D 1885, 1302 Hijri.

(Sd) J. G. CORDELL,
Resident

(Sd) SALAR JUNG,
MUKHTAR UL MULK

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council

FOREIGN DEPARTMENT,
SIMLA,
Th. 26th May 1885 }

(Sd) H. M. DURAND,
Secretary to the Government of India

No. CVIII.

MINING AGREEMENT, dated the 7th January 1886.

THIS INDENTURE made the seventh day of January 1886 BETWEEN NAWAB MIR LAIK ALI KHAN BAHADUR SAJAR JUNG MUNIR-UD-DOULAH MUKHTAR-UL-MULK IMAD-AS-SULTANA, PRIME MINISTER to HIS HIGHNESS the NIZAM, acting on behalf of the GOVERNMENT of HIS HIGHNESS the NIZAM (hereinafter referred to as "THE GOVERNMENT"), of the one part, and WILLIAM CLARENCE WATSON of No. 7, Great Winchester Street, in the City of London, Merchant, and JOHN STEWART, of No. 26, Throgmorton Street, in the said City, Esquire (hereinafter referred to as the CONCESSIONAIRES) of the other part.

England, in the joint names of the Concessionaires, a sum of £100,000 as caution money, subject to certain terms and conditions agreed between the parties hereto, AND WHEREAS by an Edict in writing, dated the 2nd day of June 1883, duly executed by the Council of Regency of His Highness the Nizam at Hyderabad, Saïad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, C I E, the Agent of the Government, was amongst other things fully authorized and empowered on behalf of the Government to enter into, sign and execute all necessary deeds and papers for granting a mining concession to the Concessionaires, AND WHEREAS by a letter, dated the 5th day of July 1883, addressed by the Under Secretary of State for India to the said Saïad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, the said Sardar was authorized to act upon the instructions so given to him as aforesaid by the said Council of Regency at Hyderabad, AND WHEREAS a Railway Company has lately been formed under the Companies Acts, 1862, to 1880, having for its objects (among other things) the construction of a Railway from Hyderabad to Warangal, and thence to the southern frontier of the State of Hyderabad near Bezvada, and from Warangal to the northern frontier of the said State near Chanda, AND WHEREAS the said Saïad Abdul Hak Sardar Diler Jung Sardar Diler-ud-Doula Bahadur has given a general acceptance of the proposal to grant to the Concessionaires the concessions hereinafter contained, NOW THIS INDENTURE WITNESSETH that, in consideration of the premises, it is hereby agreed between the said parties hereto the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding them-

selves as to all the matters to be performed and observed either by themselves or by the Company to be formed as hereinafter mentioned but subject to the transfer to the same Company of the liability of the Concessionaires as hereinafter mentioned as follows —

1. The Concessionaires or their respective executors or administrators shall on any date within six months after the capital for the construction of the line from Warangal to Singareni is practically assured, form in London under the Companies Acts, 1862 to 1880, a Company limited by shares with a capital of not less than £1,000,000 with powers to increase the capital by an issue of debentures or otherwise if necessary, and having for or among its objects the acquisition of the rights and liabilities of the Concessionaires under these presents and the execution of the works herein referred to

2. If such a Company shall be formed before the expiration of the period fixed in clause 1, and if before that period £150,000 of its share capital at the least shall have been subscribed for and £75,000 shall have been actually paid up in respect of the subscribed share capital and if such Company shall also before the said period have adopted this concession and made itself liable to make the payments mentioned in clause 11 hereof and in all other respects liable upon these presents to the same extent as the Concessionaires were or would be liable, then it shall be lawful for the Concessionaires to transfer to such Company the benefit of this concession, and upon such transfer being effected and notified to the Government before the expiration of the period named in clause 1, all liability of the Concessionaires to the Government hereunder shall cease, and the said deposit of £100,000 shall be released to the Concessionaires subject to the deduction of any moneys then due from them to the Government. Until so released the same sum of £100,000 shall remain deposited as aforesaid. Provided always that £50,000 of such £100,000 may from time to time be withdrawn and used for the purposes of prospecting and obtaining specimens of ores, coal, and other deposits, but that no actual mining operations shall be commenced, nor shall any obligation be entailed on the Government to grant any lease under these presents until the Company hereby agreed to be formed shall have been registered, and such proportion of its share capital as aforesaid paid up

3. The first object of the Company thus constituted will be to work the coal field at Singareni. They will, when duly constituted, arrange, as specified in clauses 4 to 12 below, for the occupation of the site and opening up the mine in such a manner that they will be in a position to supply (if so required) not less than 500 tons of good coal per week by the date of the opening of the railway communication to either Hyderabad or Bezwada or by the 30th June 1888 at latest

3a. At any time or times and from time to time until the 1st January 1890, the said Company to be formed as aforesaid may, without payment to the Government, from time to time, select and notify to the Government the selection of such and so many of the following coal and iron mines and beds in His Highness's territories namely, the Singareni iron mines, the Kamman coal and iron mines, the Sista coal and iron mines, the Paoni coal and iron mines, the Nirmal coal and iron mines, the Hanamkonda coal and iron mines,

the Telgandal coal and iron mines, and the Medak coal and iron mines, as the said Company may wish to acquire for mining operations, and on which the said Company shall be prepared to commence, within two years from selection, or from the opening of a section of the proposed railway within reasonable distance, whichever shall first happen, active mining operations conformably with the terms of these presents. Every such notification shall describe the premises therein referred to by reference to the village plan of the said taluk, and to the survey number of the same. ^{certainty} Provided that no land shall be taken without the previous consent of the representatives of the Government being first obtained. ^{or minerals which have been surrendered, abandoned, or forfeited as hereinafter mentioned} Provided also that

4 Upon any such premises as aforesaid being selected and notified as aforesaid if the Concessionaires and the said Company shall, up to that time, have fully observed and performed their part of the said agreement, the Government will, from time to time, at the expense of the Concessionaires or the Company but free of any premium or other payment not herein expressly provided for, grant to the Company or their licensed nominees (if any) and the said Company or their licensed nominees shall accept, without any investigation of, or objection to, the title to such premises a lease of such premises for a term of 99 years from the date of these presents, upon and subject to the terms and conditions hereinafter referred to. Any number of mines may, at the option of the said Company, be comprised in any one and the same lease. The Government shall not be bound to grant any lease to any nominee or assignee of the said Company, but only to the said Company, but the Government will not, as a rule, withhold its sanction to the grant of any lease by the Company, unless the proposed lessee or assignee be not considered sufficiently solvent.

5 There shall be included in every such lease so much surface as shall be necessary for spoil banks for the purpose of depositing the output from the mines, and for constructing buildings, roads, and works for carrying on mining operations under the lease, the quantity and position of such lands (in case of dispute) to be settled by Arbitration under clause 18 hereof. Provided that no surface land shall be taken for smelting or any other purpose than getting and carrying away the raw ores and other substances gotten from the demised premises unless by special arrangement with the Government.

6 Every lease shall be granted and taken subject to the payment of the rate of land assessment usually payable in respect of similar lands in His Highness's Dominions.

7 The privileges intended to be hereby granted shall be taken to be subject to the estates, interests, and rights (if any) in or to the premises to be comprised in any such lease as aforesaid of all persons (other than the Government, and persons claiming under the Government by any grant of the Government of later date than the date hereof), and the Government shall not be called upon to grant any such lease, nor shall any land be entered

within or under the same, until such , at the cost of the Company, as regards others, as shall vest in the Government and enable the Government to hand over to the Company the lands, minerals, and privileges to be demised. Provided always that the Government shall not be bound to include in any such lease any lands not under their immediate control as to which they may deem it inexpedient to make such arrangements as aforesaid. Every such lease shall contain a covenant by the Lessee to compensate all persons, subject to whose estates, interests, or rights such lease shall be granted, for all unavoidable or incidental damage, and to keep the Government indemnified against all claims for such damage.

8. Every lease shall contain proper powers to the Lessee to work the demised premises and to use any part of the surface therein comprised for spoil banks for the purpose of depositing the output from the mines thereby demised of whatsoever nature it may be and to make and construct, on such surface, all buildings, roads and works, either temporary or permanent, of every kind, for working and carrying on all or any of the mining operations of the Lessee.

9. Every lease shall purport to empower the Lessee for the purposes of mining, and, with the consent of the Government, to make and use roads over the lands adjacent to the premises comprised in such lease, and to lay down and use rails, sidings, and junctions (but without prejudice to the rights of any Railway Company), and to use all ways, water courses, rivers, and rivulets in and throughout the territories of His Highness the Nizam and belonging to the Government, and also a covenant by the Lessee to maintain all roads in good repair which shall be constructed by such Lessee on such adjacent lands.

10. In every lease there shall be reserved to the Government all powers, easements, and rights necessary or expedient for working by themselves or by the Lessee, whether or not under the same surface as the premises leased, and whether or not originally comprised in the lease.

11. Every lease shall reserve by way of rent royalties on the amount of coal, raw ore, material or substances won, and such royalties shall be fixed by agreement between a Mining Engineer to be appointed by the Government, and a Mining Engineer to be appointed by the Government in default of their agreement, by the Government respectively. The Board in fixing such royalties shall have regard to the quality of the coal, or of the ore, material or substances to be worked (as for example in the case of iron whether hematite, oxides, carbonates, or otherwise), the percentage of metal in the ore, the selling-prices in England and India of coal, iron, or other substance in question, the cost of carriage and all other circumstances, and so that the fixing and determining of such royalties shall be based and founded

on the general principle of a lease + The Company may, if threatened
 - - - - - ble, be at liberty by giving a year's
 mines as they are unable to work
 profitably

11a Provided that in case of the Singareni coal field the rate of royalty shall be computed on quantities won and shall, if the sales be less than 100,000 British tons per annum, be fixed at eight annas per ton, any excess over the above quantity may be charged with a higher rate of royalty up to a limit of one rupee per ton.

12 Every lease (whether of the coal or iron mines hereinbefore mentioned, or of any other mines or mineral substances or materials under the provisions hereinafter contained for leases of other mines or mineral substances) shall also contain covenants by the Lessee (the word Lessee comprehending one or more Lessees, their respective executors, administrators, and licensed assigns) to the following effect, so far as applicable to the cases of such lease —

(1) To pay the said assessment

(2) To pay the said royalties to be reserved in such lease and to be fixed as hereinbefore provided

(3) To work in every year of the said lease up to such a minimum total royalty as shall be fixed two years subsequent to the commencing of active mining operations by the Mining Board to be constituted as hereinbefore provided

(4) To maintain in good order and repair, and to the satisfaction of the Government, all roads, buildings, plant, machinery, and works constructed or used by the Lessee or any person claiming under the Lessee during the continuance of the lease except mines incapable of being worked to benefit, but this covenant is to be subject to the power of removal to be granted to the Lessee as hereinafter mentioned.

(5) That the Lessee, or any person claiming under the Lessee, shall not keep any armed retainers, but shall, if necessary, apply for protection to the Government of His Highness the Nizam, who shall engage to afford the same

(6) That the Lessee, or any person claiming under the Lessee, or their respective servants, other than natives of India, shall not have, nor shall such natives, by the permission or sufferance of the Lessee, or any person claiming under the Lessee, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jagirdars, Jem dars, Zamindars or other officials of the Hyderabad State, beyond those provided for in the lease.

(7) That the Lessee, or the executors, administrators, successors, or assigns of the Lessee will not assign, underlet, or part with the possession of the demised premises or any part thereof, unless with the previous consent in writing of the Government.

(8) That the Lessee, and all claiming under the Lessee, will during the term and after any section of railway is opened within a reasonable distance in the best and most effectual manner and to the utmost and on the most approved principles, and with due provision for drainage and ventilation of mines and for the security of life and the maintenance of the value of the property, and without intermission, except when prevented by insuperable accident, work, win, get and raise all the mines, fields, deposits of coal, ore and other material or substances comprised in the lease (except such as shall not be capable of being worked to benefit), and so far as is consistent with the covenant next hereinafter mentioned

(9) That the Lessee, and all claiming under the Lessee, will not permit or suffer any subterraneous or other excavations to be made under or within a distance to be fixed in each case and from time to time by the Government Mining Engineer (and which distance may vary for different depths or different soils) of or any works or operations whatever likely to damage structurally any dwelling house or building belonging to any person other than the Lessee

(10) That except by the express consent of the Government, no coal, raw ore, or other material or substance raised or gotten from the demised premises shall be removed from the premises for the purpose of sale or otherwise or converted or used for any other purpose until the particulars thereof have been duly entered and recorded together with the amount of the royalties payable in respect of the same, but that, in the case of coal and ores, the Lessee shall be allowed one-tenth of the actual winnings for colliery consumption and waste

(11) That the Lessee and the executors, administrators, successors, and assigns of the Lessee, will, at his or their own expense during the term, erect and continue at the place or each of the places where any coal, raw ore, or other material or substance to be gotten during the term out of the demised premises shall be raised or brought to the surface, a machine house or machine-houses and keep the same in good repair, and set up and continue a weighing machine or machines, with proper standard weights of His Highness's State in the machine house or machine-houses so to be erected, and will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to have free access to such machine or machines and weights and make use of, prove, and regulate the same, and will keep the same in good repair and at the like expense provide proper persons to superintend the same and will cause all the coal, raw ore, and other material or substances which shall be gotten from the demised premises (whether the same shall be taken away and sold or disposed of or be used or consumed) to be duly weighed and will cause the weights of all such coal, raw ore, and other material or substances distinguishing the different classes and qualities to be from time to time entered in proper books of account to be provided for that purpose by the Lessee or the executors, administrators, successors, or assigns of the Lessee and to be kept at the office where such coal, raw ore, and other material or substances respectively shall be raised or brought to the surface and will not remove,

consume, smelt, or dispose of any coal, raw ore, or other material or substance, any persons from time to time as often as such persons shall think proper to weigh and take account of all such coal, raw ore, and other material or substances respectively and for that purpose to have the use of the said machines and also the help and assistance of any of the servants or workmen there employed and the use of the horses, wagons, carts, and other carriages, ropes, tackle and other implements and machinery employed in or about any of the demised premises without making any compensation for the same

(12) That the Lessee and persons working under the Lessee the demised premises or any of them will, on the first day of every third calendar month during the continuance of the term, settle and make up full, true, and particular accounts of all coal, raw ore and other material and substances gotten and raised from the demised premises, and of all sales thereof respectively with dates, weights, names, prices and all such other particulars as the Government shall from time to time require and also of all rents and royalties that shall have become payable under or by virtue of the lease and will keep proper working plans with reference to all operations under the lease

(13) That all accounts pertaining to the matters of this agreement shall be kept in local currency and in such form as the Government shall from time to time prescribe, and a true statement thereof shall be submitted yearly by the Lessee to the Government with copies of all the said plans

(14) That the accounts in respect of each of the following classes of minerals and metals shall be kept separately, viz:—

- (A) Gold and silver.
- (B) Iron ore and stone (of which each separate quality is to be in a separate class as if separately here specified)
- (C) Coal
- (D) Precious stones
- (E) Mineral oils
- (F) Alum.
- (G) Pottery earth
- (H) Fireclay.
- (K) Limestone
- (L) All other clays, metals, minerals and mineral substances (each to be separately classified)

(15) That all books, accounts, documents, plans, vouchers and papers relating to any operations under the lease and also all the mines and works

of the Lessee shall at all reasonable times be open to the inspection of any person or persons duly authorized in that behalf by the Government, and that free access and all reasonable facilities for inspecting and taking copies of or extracts from such books, accounts, documents, plans, vouchers, and papers, and for inspecting, measuring and testing such mines and works and all information in connection therewith, which shall be required by such person or persons, shall be afforded from time to time to such person or persons by the Lessee and all persons claiming under the Lessee, provided that the exercise of the rights of inspection, measurement and testing shall be conducted at reasonable hours in the day time, and in such a manner as not to interfere more than is reasonably necessary with the working of the mines

(16) That the accounts may be audited half yearly by any duly authorized agent or agents of the Government who for that purpose shall have power to call for all such books, accounts, documents, plans and vouchers as he or they may think proper for the verification thereof

(17) That all pits, shafts, machinery and works shall be kept properly fenced off so as to protect the public, or their cattle, sheep or other animals from the danger of straying thereunto, and that the Lessee or the executors, administrators, successors, or assigns of the Lessee, and all persons working under the Lessee the demised premises or any part thereof, will from time to time within six calendar months next after any pit or shaft shall have been disused, arch over the mouth thereof with good bricks and mortar and will, within six calendar months next after the 1st day of January in every year, either fill up and level such parts of the surface comprised in the lease as shall no longer be required for the operations under the lease (except such parts as the Government may require not to be filled up, stopped, or levelled) or make due compensation to all persons other than the Government affected by failure or omission to fill up and level the same, and at all events will cause the whole of the surface comprised in the lease to be filled up, stopped or levelled within six calendar months next after the end or sooner determination of the term created by the lease (except such parts as may be required by the Government not to be filled up stopped or levelled and will within six calendar months either reinstate or restore the lands so to be levelled to a state fit for cultivation and herbage or make due compensation to all persons other than the Government affected by failure or omission to so restore and reinstate the same

(18) That at the expiration or sooner determination of the term the Lessee will deliver up to the Government all erections and buildings then standing on the premises (except such as are additions thereto (except such as are by the Lessee authorized to be removed) in good and substantial repair and working order and in all respects in such state and condition as shall be consistent with the due performance of the covenants in the lease except as shall be otherwise agreed between the Lessee and the Government, and also all agreements between the Government and the Lessee

(19) That a special Police shall, if required by the Lessee, be appointed when necessary to enforce order between the servants of the Lessee when

engaged in operations on the premises leased and the subjects of His Highness, and that the cost of such Police shall be borne in the following proportions, viz, $\frac{7}{10}$ by the Government and $\frac{3}{10}$ by the Lessee, and that the Police force thus constituted shall be placed under the orders of an officer of the Government of India appointed by the British Resident at Hyderabad so long as the Government of India shall consent to such arrangement.

(20) And also a clause for referring to arbitration any differences or disputes between the Government and the Lessee, such clause to be similar (*mutatis mutandis*) to clause 18 herof.

And also covenants by the Government to the following effect, (viz.)—

(21) That at the expiration or sooner determination of the term created by the lease or at any time previous thereto the Lessee shall be at liberty (subject to the right of persons other than the Government) to remove all engines, boilers and other machinery and plant of every description belonging to the Lessee, which may be or have been in use on the premises therein comprised in connection with any of the operations under the lease, or to sell the same on the spot subject to the same being first offered to the Government, at a price to be agreed between the Lessee and the Government, or in default of such agreement, to be fixed by arbitration under the arbitration clause in the lease.

(22) That all machinery, plant and utensils required for the purpose of executing any works, either temporary or permanent, under the lease shall be admitted into His Highness's territories free of all fiscal charges and duties whatever payable to His Highness's Government or to any local authorities claiming under His Highness under a title subsequent to this agreement.

(23) That it shall be lawful for the Lessee to surrender the lease at any time by giving to the Government twelve calendar months' notice in writing, whereupon all future liability on the part of the Lessee shall cease but without prejudice to the Lessee's liability in respect of any prior breach of covenant.

(24) That if the Lessee shall discontinue or at any time after the granting of the lease neglect or omit or permit or suffer to be omitted the working of any of the demised mines or premises, but shall not be willing to surrender the lease under the covenant lastly hereinbefore stipulated for, it shall be lawful for the Lessee by giving twelve months' previous notice in writing to surrender any or any part of such demised mines and premises without the remainder, but including so much of the demised surface as shall thereupon become unnecessary for working the retained mines and premises and thereupon all future liability on the part of the Lessee shall cease as regards the part surrendered (the provisions of the lease being construed distributively) but without prejudice to the Lessee's liability in respect of any previous breach of covenant, and upon such surrender the Lessee shall grant to the Government all such powers, easements and rights as may be necessary or expedient for conveniently and efficiently working the surrendered mines and premises.

The Company agree to surrender to the Government any land in the

Hyderabad State taken up for mining operations on which active mining operations are not commenced by the end of 1896—Foreign Department letter No 4115, dated 30th November 1886

(25) And also a proviso by way of condition that if and whenever any part of the rents or royalties by the same lease reserved or made payable in respect of any property which shall not have been surrendered, shall be in arrear for three months, whether the same shall have been legally demanded or not, or if and whenever the Lessee shall discontinue working for any twelve consecutive months any mine or mines upon which active mining operations shall once have been commenced and which shall not have been surrendered under the powers hereinbefore mentioned and referred to, if the Company shall be wound up or cease to exist or if and whenever there shall be a breach or non-observance of any of the covenant the same lease, and the Lessee at the satisfaction of Government for

ernment to re enter upon any part of the same, remises in the name of the whole and thereupon the term thereby granted shall absolutely determine except in so far as shall relate to the recovery of any of the rents or royalties the by reserved or made payable which shall be then in arrear or to the satisfaction of damage for breach or non-observance of any of the covenants or agreements by the Lessee contained in the lease so terminated and that such right of re-entry may be exercised by the Government notwithstanding the waiver by them of any prior forfeiture or forfeitures

And also such covenants, clauses and provisions as (not being inconsistent with the clauses hereinbefore specified) shall be usually inserted in leases of a similar character of mines in England

13 When the Railways hereinbefore referred to are completely constructed and in operation and capable of transporting mineral traffic to the necessary extent, the Company hereby agreed to be formed or their Lessees shall sell to such Railways coal sufficient for the *bona fide* requirements of their traffic at special rates which shall be not less than 30 per cent below the rates of sale to the outside public, provided that the Railway Company engage in a separate agreement with the Company hereby agreed to be formed to carry the produce of the mines that shall be sold to foreign railways at 30 per cent below the ordinary quotations for the same classes of traffic, and the Company hereby agreed to be formed shall provide mineral traffic on the same Railways to an extent of a freight of £45,000 per annum, provided that the Railway Company gives reasonable facilities for such traffic and the development and working of the mines produce sufficient for that purpose

14 The Concessionaires, their executors or administrators shall not, nor shall the said Company, keep any armed retainers, but shall, if necessary, apply to the Government of His Highness the Nizam for protection which shall at once be afforded by the Government.

15 The Concessionaires, their executors or administrators or their servants (other than natives of India) shall not, nor shall the said Company or its servants (other than natives of India), nor shall such natives by the permission or sufferance of the Concessionaires, their executors or administrators or of the

said Company, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jaghirdars, Jemidars, Zamindars or other officials of the Hyderabad State beyond those provided for in these presents.

16. A special police shall, if required by the Concessionaires, their executors or administrators until the transfer of this concession to the Company as hereinbefore mentioned and after such transfer then if required by the said Company, be appointed when necessary to enforce order between the servants of the requesting party in the dominions of His Highness the Nizam. The Government of such Police shall be constituted and regulated as the Government of India appointed by the Resident at Hyderabad so long as the Government of India consent to such arrangement.

17. And this indenture further witnesseth that in consideration of the premises, it is further agreed between the parties hereto, the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding themselves as to all the matters to be performed and observed either by themselves or the said Company, but subject to the transfer to the same Company of the liability of the Concessionaires as before mentioned as follows. The Concessionaires or the said Company shall have from the date of these presents (so far as the Government can grant the same) the exclusive right of prospecting and testing for gold, silver, iron, coal, precious stones, precious metals, and other mines and minerals and mineral oils and mineral substances of what kind soever throughout all portions of the territories of His Highness the Nizam until the 31st day of December 1891, but the Concessionaires or the Company shall, before exercising such right, notify to Government their intention so to do. The Concessionaires or the said Company may, from time to time, until the said 31st day of December 1891, select and notify to the Government the selection of (specifying the same) such and so many of any lands, mines, fields, beds, deposits of coal, clay, iron, ironstone, limestone, and all or any other minerals, metals, precious stones, mineral oils, and mineral substances in the territories of His Highness the Nizam (other than those specified in the third article of these presents) as they desire to acquire for the purpose of mining operations and such notifications shall describe the lands selected by reference to the village map or plan relating to the same and upon any premises being selected as in this clause, provided the Government will, from time to time, at the expense of the Concessionaires or the Company, but free of any premium or other payments not by these presents expressly provided for grant to the said Company or their licensed nominees (if any), who respectively shall accept the same without any investigation of or objection to the title a lease or leases of such premises for a term of 99 years from the date of these presents, which lease or leases shall reserve in respect of each mineral or mineral substance to be thereby demised, rents and royalties to be fixed by the said Mining Board on the principle as near as can be and in the manner provided by Clause 11, and contain the same powers and covenants (*mutatis mutandis*) as are hereinbefore pro-

vided with respect to the premises to be selected under the provisions of the third article of these presents, and the other stipulations of these presents shall apply to the premises to be selected pursuant to the provisions of this clause in like manner as to the premises to be selected under the said third article and as fully as if such stipulations were herein repeated, and all such other provision shall be inserted in such lease or leases as in the opinion of the Mining Board may be required having regard to the peculiar nature of the minerals or mineral substances to be therein comprised. The Concessionaires or the said Company shall be at liberty to defer and shall not be required to exercise their right of prospecting and testing at any time before the first day of June 1888, but from the date of their application for leave to exercise such right, they shall be liable to pay to the Government up to the 31st day of December 1891, by equal quarterly payments, and as the consideration for such exclusive rights to prospect and test, the yearly sum of British Rs50,000, from which there shall be deducted any royalties paid to the Government under any lease granted pursuant to the provisions in this paragraph contained

18 If any dispute or difference shall arise between the Concessionaires or their executors or administrators, or the Company to be formed as hereinbefore is mentioned, on the one hand and the Government on the other hand concerning this concession, or the interpretation thereof, or the rights or liabilities of either party hereunder, such dispute or difference shall be referred to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the other party to the dispute or difference, and the duty of the said Board shall be to enquire into and equitably adjust and determine such dispute or difference, and if unable to do so by reason of difference of opinion among the members thereof or for any other reason, to

appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision as aforesaid, the decision of such Umpire shall be final, and binding upon both parties and no appeal shall lie therefrom, and upon every such reference the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation and to fix, settle and determine the amount of the cost of the reference and award respectively or incidental thereto to be paid by both parties, or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Common Law Procedure Act, 1854, and the Acts amending the same shall (*mutatis mutandis*) have effect in relation to every arbitration under this indenture

IN WITNESS whereof the said Nawab Mir Lark Ali Khan Bahadur Salar Jung Munir-ud Doulah Mukhtar-ul-Mulk Imadas Sultana acting on behalf of the Government of His Highness the Nizam has hereunto affixed

the seal of State of His Highness' Government, and the said William Clarence Watson and John Stewart have hereunto set their hands and seals the day and year first above written

The Seal of State of the Government of His Highness the Nizam affixed by the Nawab Salar Jung Imad ul-Sultana, the Prime Minister of the Government of His Highness the Nizam, in the presence of	}	The Seal of State affixed by me (Sd) SALAR JUNG IMADAS SULTANA	Seal of the Government of His Highness the Nizam
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(Signed) ALEX H E CAMPBELL,
 COLONEL,
*Supt & Manager, Residency Bazar,
 Hyderabad, Deccan*

(Signed) WILLIAM CLARENCE
 WATSON by his duly
 constituted Attorney,
 C. A. WINTER.

Signed, sealed and delivered by the
 above named WILLIAM CLARENCE WAT-
 SON and JOHN STEWART by their At-
 torney CHARLES ALBERT WINTER in the
 presence of

(Signed) JOHN STEWART
 by his duly constituted
 Attorney,
 C. A. WINTER.

(Signed) ALF A H E CAMPBELL,

(Signed) W C FURNIVALL,

*Agent & Chief Engineer,
 His Highness the Nizam's Guaranteed
 State Railways Company, Limited
 Hyderabad, Deccan*

No. CIX.

MODIFIED MINING AGREEMENT, dated 2nd January 1890.

This AGREEMENT entered into this second day of January 1890, between HIS HIGHNESS the NIZAM of HYDERABAD (hereinafter called "HIS HIGHNESS"), of the first part; the HYDERABAD (DECCAN) COMPANY LIMITED (hereinafter called "the COMPANY"), of the second part; WILLIAM CLARENCE WATSON, of 7 GREAT WINCHESTER STREET, in the City of London, Merchant (hereinafter called MR. WATSON), and JAMES GRAHAME STEWART, of the Conservative Club, St. James Street, in the County of London, Esquire, and CHARLES JAMES STEWART, of No. 70 Lexham Gardens, in the said County, Esquire, which said JAMES GRAHAME STEWART and CHARLES JAMES STEWART are the Executors of JOHN STEWART deceased, and are (hereinafter called MR. STEWART'S Executors), of the third part, and the said WILLIAM CLARENCE WATSON and JAMES GRAHAME STEWART, of the fourth part; Witnesseth as follows:—

By an indenture, dated the 7th day of January, 1886 (hereinafter called "the Concession"), and made between the Government of His Highness and the said William Clarence Watson and John Stewart (hereinafter called Messrs Watson & Stewart), it was agreed that Messrs Watson & Stewart should within the time therein mentioned, form in London a Company of the description therein in the rights and hat and the execution

such a Company should be formed, and the proportions of its capital therein mentioned should be subscribed and paid up, it should be lawful for Messrs Watson & Stewart to transfer to such Company the benefit of the Concession, and upon the reference is here

by made.

Messrs. Watson & Stewart, as they allege, within the time in that behalf limited by the Concession, formed the Company, and subscribed and paid up the proportions of its capital thereby prescribed, and sold and transferred to the Concession in consideration of certain fully paid shares of the Company allotted to them.

On the 20th July 1887 the said John Stewart died, having by his will, dated the 19th February 1885, appointed the said James Grahame Stewart and Charles James Stewart, and also Matilda Stewart and Henry Hardcastle executors thereof, and the said will was proved by the said James Grahame Stewart and Charles James Stewart on the 9th August 1887

Stewart to the extent of a one fourth part of share thereof or therein, and also in respect of certain dealings or transactions of the said Abdul Huk in connection with certain shares in the Company by disposing of them to His Highness

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formation of the Company, and the terms of the transfer to it of the Concession, and asserted claims against Mr Watson alone in respect of his acts as agent for His Highness in connection with the disposition of the said shares by Abdul Huk to His Highness

Suggestions have been made by some of the shareholders of the Company that by reason of the part taken by Messrs Watson & Stewart and other parties interested with them in the Concession in the formation of the Company, the settlement of the terms of the sale and transfer to it of the Concession, and the carrying of the same into effect, the Company might be entitled to rescind the said sale and transfer, or to require the parties hereto of the third part, or the parties interested therein with them, to account to the Company for all or some part of the profit thereby made by such parties respectively

The Company does not admit any of the assertions and claims made by or on behalf of His Highness

The parties hereto of the third and fourth parts do not admit any of the said assertions and claims or of the assertions and claims so made or suggested by or on behalf or in the interest of the Company or the shareholders and recognise no liability in respect of any of the matters hereinbefore referred to, but they are desirous of assisting the Company, and in consequence certain negotiations were commenced for the removal of all objections, claims and disputes of any kind by or between any of the parties hereto, and the obtaining from His Highness of its title to the rights and confirmation of the said Concessions thereof, and these negotiations have led to the arrangement herein contained

It has been agreed between His Highness and the parties of the second, third and fourth parts that the performance by the parties hereto of the second and fourth parts of the engagements hereinafter contained on their parts respectively shall be accepted by His Highness in satisfaction and discharge of all claims by His Highness against the Company and Mr Watson and Mr Stewart's executors and estate, and all other parties originally interested in the said concession or any of them (save and except the said Abdul Huk as hereinafter more fully appears), whether such claims have been already asserted or not, arising out of the obtaining of the Concession the arrangements connected therewith, the formation of the Company, the sale and transfer to it of the Concession, or the connection, if any, of the said parties with any dealings in or with any of its shares, all which claims are hereby abandoned

His Highness, at the request of the parties of the second and fourth parts, hereby declares that in the event of this agreement being executed and the engagements of the other parties hereto being duly performed the drafts of the leases and the rates of royalties for coal and all other minerals mentioned in the Concession shall be promptly settled, in accordance with the terms of the said Concession

The parties hereto of the fourth part shall subscribe or find responsible subscribers for £150,000 Deferred Share Capital, so that the sum of £150,000 shall be paid to the Company, and which Deferred Share Capital is not to receive dividends for any year unless 5 per cent be paid for that year on the existing £1,000,000 of capital, but when 5 per cent is paid for any year on the whole £1,150,000, further dividends for that year are to be paid on all without distinction

The Government of His Highness is to have the perpetual right to nominate a Director, who need not be qualified by shares, and who may reside in England or in India, and who shall have the same rights and powers as the other Directors, except with respect to any differences which may arise between His Highness and the Company, as to which he shall not be entitled to vote or otherwise act as a Director. Any necessary regulations to this end are to be carried out by the Company.

Subject to the due performance by the parties hereto of the second, third and fourth parts of their respective engagements hereunder, the selecting period under Clause 3A of the Concession is to be extended to December 31st 1891

Subject to the due performance by the parties hereto of the second, third and fourth parts of their respective engagements hereunder the Concession with the modifications thereof stated in the Agreement, is hereby confirmed to the subject to the due performance by the modified

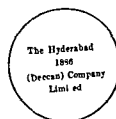
His Highness absolutely reserves and maintains all his rights and claims against the said Abdul Huk and his interest or shares in the Company, and no steps taken or to be taken by His Highness' Government with reference

thereto shall affect or prejudice the rights or position of His Highness, or the obligations hereunder of the parties of the second and fourth parts

The Company confirms the sale and transfer of the Concession by Messrs Watson & Stewart to the Company, and renounces all claim to any part of the profit made by means thereof by Messrs Watson & Stewart, or any parties interested with them in the said sale and transfer.

In witness whereof His Highness has caused the Seal of State of His Highness's Government to be hereunto affixed, and the Company has caused its Common Seal to be hereunto affixed, and the parties of the third and fourth parts have hereunto set their hands and seals the day and year first above written

The Common Seal of the Hyderabad (Deccan)
Company, Limited, was hereunto affixed in
the presence of



G H M BAITEN,
Director.

L. L. HALL,
Secretary

Signed, sealed, and delivered by the said
WILLIAM CLARENCE WATSON in the
presence of

W. C. WATSON

G M CLEMENTS,
Solicitor

17, Gre ham House, Old Br ad Street,
London

Signed, sealed, and delivered by the said
JAMES GRAHAM STEWART, by ED-
WARD FRANCIS TURNER, his Attorney,
in the prese ice of

J GRAHAM STEWART, by
EDWARD FRANCIS TURNER, his
Attorney

WM. J. NOFL,
Clerk to Messrs Turner and Haxon,
101, Leadenhall Street, London, E. C.,
Solicitors.

Signed, sealed, and delivered by the said
 CHARLES JAMES STEWART in the } C J. STEWART
 presence of

WM J NOEL

Signed, sealed, and delivered by the said
 JAMES GRAHAME STEWART in the } J GRAHAME STEWART.
 presence of

F A BAYLARG,

Banker,

Pau

I hereby certify that J Grahame Stewart has
 appeared before me this 19th day of December
 1889, and signed this document, he being known to
 me

In witness whereof I have hereunto set my
 hand and official seal the day and year above written

J MORRIS POST,
Acting British Vice Consul

No CX

TRANSLATION OF AN ORDER OF HIS HIGHNESS THE NIZAM'S GOV-
 ERNMENT, DATED ^{14th RAJAN 3104H.} 8th April 1897.

At the request of the Resident, and with the approval of His Highness
 the Nizam, it is hereby notified that the Indian Telegraph Act (XIII of
 1885) and the rules framed thereunder will be considered applicable to all the
 existing and future telegraph lines in the Hyderabad State

PART III.

TREATIES, ENGAGEMENTS' AND SANADS

RELATING TO

MYSORE AND COORG.

1.—MYSORE.

The present dynasty of Mysore dates from the commencement of the fifteenth century, when two brothers, Vijaya Raj and Krishna Raj, came to Mysore and established a rule which, commencing with a few villages, now comprises the Mysore territory. The ninth Chief in succession took the fortress of Seringapatam from the Vijayanagar dynasty, and speedily enlarged his possessions, which comprised by the year 1704 an area of 15,000 square miles, with a revenue of fifty lakhs of rupees. The direct descent failed on the death of Dodda Krishna Raj in 1731, and thenceforth the real power remained in the hands of the hereditary General of the forces, by whom the Rajas of Mysore were selected.

The first intercourse between the British Government and Mysore was during the struggle for the supremacy of the Carnatic, at which time Mysore was still under Hindu rulers. In this war Haider Ali, who was destined to supplant the native dynasty by Muhammadan rule, commanded a force which the Maharaja of Mysore had sent to take part in the operations at Trichinopoly. It is unnecessary here to trace the various steps of Haider Ali's career. By intrigue and force he soon raised himself to the chief power in Mysore, and deposed the Hindu ruler, Chikka Krishna Raj Wodeyar. In 1763 the Bombay Government concluded a commercial Treaty (No. CVI) with him, and in 1766, after his conquest of Malabar, Haider Ali confirmed (No. CVII) all the grants and privileges acquired by the Bombay Government in Malabar.

The rapid extension of the conquests of Haider Ali over the neighbouring districts made his power dangerous to the peace of the Company's possessions in the Carnatic. Therefore, in the treaty concluded with the Nizam in 1766,

the English agreed to assist him with a force against Haider. Scarcely was the treaty concluded when the Nizam deserted the alliance and joined Haider Ali in invading the Carnatic. Their united forces were defeated, and the Nizam was detached from the alliance with Haider by the treaty of 1768. Haider Ali for a time prosecuted the war alone, but, in the following year, after sustaining severe reverses, and not feeling himself very securely established in his own territories, he evinced a disposition for peace. His overtures, however, were not accepted. In 1769, by a rapid movement of his cavalry, he appeared within five miles of Madras, and the English, fearing the plunder of the town, concluded a Treaty (No. CXIII) with him in April 1769 on the footing of mutual restitution of conquests and a defensive alliance. The treaty with the Madras Government was followed on the 8th August 1770 by a Treaty (No. CXIV) between the Bombay Government and Haider. Its provisions were chiefly of a commercial nature.

Under the treaty of 1769 Haider Ali claimed assistance against the Mah-rattas, with whom he was at war, but his request was refused on the ground that he had been the aggressor by withholding the chauth which was due. He was reduced to great difficulties by the Mah-rattas and was glad to make peace on very disadvantageous terms. During the distractions at the Poona Court Haider recovered most of the territories which had been wrested from him by the Mah-rattas, but he never forgave the English for refusing him assistance in his difficulties.

When war was declared between England and France in 1778, it was determined to drive the French from all their possessions in India. Chandernagar, Masulipatam, Karikal, and Pondicherry surrendered without resistance, and there remained to the French only the small station of Mahé on the Malabar coast. Mahé was situated in the territories of a petty Chief who was tributary to Haider Ali, and the British Government resolved to attack it, notwithstanding the threat of Haider Ali to retaliate by an invasion of the Carnatic. The place was taken in 1779. Haider Ali, as well as the Nizam, was further irritated by the arrangements made with Basalat Jang respecting the Guntur Circar. Having collected a large force, Haider burst into the Carnatic in 1780, when the British Government were pressed for money and troops and ill prepared to meet him. Notwithstanding many brilliant successes in the campaign which ensued, the British army was so crippled by a defective commissariat that it could effect nothing decisive.

As a means of assisting the military operations by creating a revolution in Haider's territories, the British Resident at Tanjore entered into secret

negotiations for the restoration of the Hindu dynasty in Mysore. A Brahman, named Trimal Rao, who had for some years resided at Tanjore and had held office in Mysore under the Hindu Government, was supposed to possess political powers from the imprisoned Rani. With him a Treaty (No CXV) was concluded on the 28th October 1782 on the Rani's behalf. Its principal provisions were the restoration of the Hindu family to power, the payment by the Rani of stipulated contributions for the assistance of British troops, the future protection of the country by a British force, and the payment through the British Government of the tribute due from Mysore to the Mughals (Moguls) and of the Mahratta chauth.

Shortly after the conclusion of this agreement Haider Ali died on the 7th December 1782, but the war was prosecuted with unabated energy by his son Tipu Sultan. To further the objects of the secret treaty a scheme was formed at Seringapatam for the release of the English prisoners, the seizure of the fort, and the proclamation of the Hindu Raja. But the project was discovered on the night preceding the concerted rising. Every one concerned or suspected of being concerned in it was put to death. The treaty led to no practical results, and there is every reason to believe that the Rani knew nothing of the treaty which had been concluded in her name, or of the conspiracy which had been formed for the overthrow of Tipu's government.

Tipu Sultan received vigorous support in the war from the French, between whom and Haider Ali there had always been a close friendship. But the declaration of peace between England and France, and the consequent withdrawal of the French troops, left him too weak to prosecute hostilities alone. A Treaty of peace (No. CXVI) was therefore concluded at Mangalore on the 11th March 1784. In this treaty the Rajas of Tanjore and Travancore and the other allies of both parties were included. The basis of the treaty was the mutual restoration of conquests, and the confirmation to the British Government of all the privileges granted them by Haider Ali. The conclusion of this treaty nearly produced a rupture with the Mahrattas, who considered it a violation of the treaty of Salbai.*

In 1769 Tipu approached the country of Travancore, then in alliance with the British Government, with the object of recovering Karanganur and Ayakotta, which district, being the key to Travancore, the Raja had purchased from the Dutch, but which Tipu alleged to form part of Cochin and to be

* See below (Vol. III)

tributary to him His attack on the lines of Travancore failed, and the attack was considered by the British Government as a declaration of war, and a violation of the treaty of 1784, in which the Raja of Travancore was included by name. The war which followed was closed in February 1792, when Tipu Sultan threw himself on the mercy of his conquerors and gave his two sons as hostages for the conclusion of a preliminary Treaty (No CXVII) The Treaty (No. CXVIII) was definitively concluded on the 18th March 1792 at Seringapatam Tipu was by this treaty stripped of half his territories and required to pay three crores and thirty lakhs of rupees, and was bound not to molest the pategars (polygars) and zamindars who had assisted the British forces in the war. The territories taken from Tipu were divided equally between the British Government, the Nizam and the Peshwa, in pursuance of the triple alliance which had been formed in 1790 to reduce his power.

When hostilities broke out between the Mahrattas and the Nizam in 1795, Tipu Sultan, who had commenced intrigues with the French, the Mahrattas and the Nizam, almost immediately after the peace of Seringapatam, assembled his army and threatened to join the Mahrattas against Hyderabad In 1798 he sent ambassadors to the Isle of France to raise volunteers for the purpose, publicly avowed and proclaimed, of expelling the British from India The remonstrances of Lord Wellesley were ineffectual to induce Tipu to come to friendly arrangements, and in February 1799 it became necessary for the armies of the British Government and the Nizam to march against him The war was terminated on the 4th May by the fall of Seringapatam and the death of Tipu, who fell bravely defending the fort

In disposing of the conquered territories, it was considered that the partition of them between the British Government and the Nizam would afford just ground of jealousy to the Mahrattas and aggrandise the power of the Nizam beyond due limits It was therefore resolved to create a separate government in Mysore, and to bestow a portion of the territories on the Mahrattas, although they had taken no part in the war, on condition that the grant should form the basis of a new treaty with them The family of Tipu was set aside and the Hindu dynasty was restored in Mysore under Krishna Raj Wadiar, a child of three years of age, the grandson of the ruler deposed by Haider Ali forty years before The districts on the sea-coast of Mysore, and provinces adjoining the British territories in Malabar and the Carnatic, yielding 7,77,170 Pagodas, were reserved by the British Government The districts of Garamkonda, Gutti (Gooty), and others contiguous to

Hyderabad, affording a revenue of 6,07,332 Pagodas, were assigned to the Nizam Provinces yielding 2,63,957 Pagodas were offered to but rejected by the Peshwa, and were subsequently shared between the British Government and the Nizam, and the young Maharaja was put in possession of territory producing a yearly revenue of 13,74,076 Pagodas

Krishna Raj Wadiar was not a party to the partition treaty of Mysore of the 13th July 1799,* otherwise than as the notified future recipient of the liberality of the British Government. To give effect to its liberal intentions the British Government concluded a subsidiary Treaty (No. CXIX) with him on the 8th July 1799, to which the Nizam was not a party. The subsidiary treaty provided for the location in the Mysore territory of a British subsidiary force, for which the Maharaja was to pay seven lakhs of Pagodas a year, reserved to the British Government the right to assume the whole or part of the Mysore territory, if there should be cause to apprehend failure in the payment of the subsidy, required the Maharaja to contribute, to meet the extraordinary expenses of war, such a sum as should be considered to bear a just and reasonable proportion to his revenues, and bound him to good government

The descendants of Tipu were removed to Vellore in the Madras Presidency, where they were liberally provided for. After the mutiny at Vellore, in which they were believed to be concerned, they were removed to Calcutta, where they continued to reside as stipendiaries till 1860. A large sum was then capitalised as a provision for them, with a view to terminate their dependence on the liberality of the British Government and to absorb them in the general mass of the population.

In December 1803 a supplementary Treaty (No. CXX) was formed to effect certain exchanges† of territory with‡ Mysore, and in 1807 the sum

* See Hyderabad.

† See Malabar Coast.

‡ It was by this Treaty of 1803 (No. CXX) that the British Government obtained and accepted possession of the districts composing Wainad (Wainad) which was one of the principal objects of the treaty. Malabar was one of the Districts ceded to the East India Company by Tipu Sultan in 1792 (No. CXVIII). Whether the district of Wainad which was part of the estate of the Pichai Raja who held the title of Raja of Malabar was included in the cession was a disputed point. When Lord Mornington arrived in India in 1799 it was settled that Wainad should form part of Tipu's possessions. By the partition treaty of the 13th July 1799 Wainad was ceded in derogue to the Company under another title. Alimnagar (Chikilur to the Pichai Raja of Mysore) its revenue being assessed at 10,000 Pagodas. It still remained a part of the Company's possessions and retained possession of it, and finally in the 27th December 1803 the Raja resigned an claim to it on the cession to him by the Company of certain districts of equal value.

which the Maharaja was required to contribute to meet the ordinary expenses of war was commuted (No CXXI) to the maintenance by the Maharaja of a body of horse in peace and war

During the minority of the Maharaja the administration was conducted by an able Brahman minister named Purnaiya, who was invested with full powers of administration. He continued in office till 1812, when he resigned the government into the hands of the Maharaja, leaving in the treasury a sum exceeding two crores of rupees. By a continued course of misgovernment the Maharaja drove the greater part of his subjects into rebellion, which was a danger to the peace of the neighbouring British districts, and in 1831 it became necessary for the British Government to interfere. The Maharaja had dissipated all the treasure acquired by the Diwan Purnaiya, and had involved himself deeply in debt. Notwithstanding promises to put restraint on his reckless expenditure, he continued to alienate revenues and sell privileges and State offices to raise funds for his extravagance. The pay of his troops fell into arrears. Extortions and cruelties were practised, and there was no hope of redress. The raiyats combined in resistance, and at last rebellion broke out, calling for the active exertions of a large British force in addition to the whole military power of the Maharaja. So gross was the mismanagement and maladministration that it was deemed necessary for the British Government, under the provisions of the treaty of 1799, to assume the direct management of the State subject to the claim of the Maharaja, reserved by the treaty, to a provision of one lakh of Star Pagodas per annum and one fifth of the net revenue realised from the territory, until arrangements for the good government of the country should be so firmly established as to secure it from future disturbance.

In 1834 the Governor General (Lord W. Bentinck) visited Mysore. Soon afterwards it was proposed that the Maharaja should cede the districts of Nagar, Chitaldrug, and Bangalore, with as much territory as, after paying the expenses of management, would yield a revenue equal to the claims of the Government of India on the Maharaja, which amounted to about thirteen lakhs of Pagodas a year, and that the remaining districts of the province should be restored to the Maharaja under securities for good government. But it was finally decided not to restore any portion of the territory until the administration had been established on a sound footing. The government was accordingly carried on by British "Commissioners for the government of the territories of Mysore." At first there was a Board of two Commissioners, with a

Resident attached as before to the Court of the Maharaja. It was, however, almost immediately found necessary to substitute for the Board a single Commissioner, and in 1843 the post of Resident was abolished.

At different times the Maharaja made applications for the restoration of his State. The application made in February 1861 was rejected by Lord Canning in March 1862, because the improvement which had been effected in the administration had been effected in spite of opposition on the part of the Maharaja and his partisans, because the grant of territories to the Maharaja, under the subsidiary treaty of Mysore, was made solely in virtue of powers acquired by the British Government by conquest, and not of any hereditary rights of the Maharaja, because the conditions of the grant had been for twenty years flagrantly and habitually violated before the British Government interfered to enforce the remedy provided by the subsidiary treaty, because no expectation, direct or indirect, had been held out that the Maharaja's authority would be restored in his lifetime under its former conditions, although language had been used consistent with a purpose at some future time and under conditions left undefined, to restore a Native government, but not specifically that of the Maharaja, because the provision secured by treaty to the Maharaja in the event of the resumption of his territories, which provision was a personal and not an hereditary one, had been fully secured to and enjoyed by him, because the obligations of the British Government to the people of Mysore were as sacred as its obligations to the Maharaja, and, finally, because there was no security against a relapse into misgovernment if the Maharaja's authority should be restored.

In spite of this refusal the Maharaja continued to press his claims, and in 1862 he appealed to Her Majesty's Government. After careful consideration of the arguments brought forward by the Maharaja, Her Majesty's Government decided that the assumption of the administration of the Mysore territories was in accordance with the provisions of the subsidiary treaty, and that the Maharaja could not as of right claim its restoration, further that the reinstatement of the Maharaja in the administration of the country was incompatible with the true interests of the people of Mysore.

On this final decision being communicated in February 1864 to the Maharaja he submitted a statement of requests, of which the most important was that he should be permitted to adopt a son and heir to inherit his country and hold it as a Native State. The Government of India, while recognising the Raja's right to adopt so far as his private property was concerned, infirm-

ed him in March 1864 that no authority to adopt a successor to the State of Mysore had ever been given him, and that no such power could now be conceded. The decision was upheld by Her Majesty's Government. About the same time the Government of India compromised for about 30 lakhs the private debts of the Chief, which amounted to upwards of 55 lakhs of rupees.

In June 1865, notwithstanding the earlier decision of the Government, the Maharaja adopted Chamrajendra Wadiar Bahadur, a child $2\frac{1}{2}$ years of age, and a member of the Bettada Kote branch of the ruling family, as successor to all his rights and privileges. The Government of India declined to recognise the adoption or to accord to the Maharaja's adopted son the honours and privileges due to the heir to the State of Mysore.

In the following year the Maharaja again urged the question of the recognition of his adopted son, and in April 1867 his requests met with a favourable response. Without entering into any minute examination of the terms of the treaty of 1799, Her Majesty's Government recognised in the policy which dictated that settlement a desire to provide for the maintenance of an Indian dynasty in Mysore upon terms which should at once afford a guarantee for the good government of the people and for the security of British rights and interests. Having regard to the antiquity of the Maharaja's family, its long connection with Mysore, and the personal loyalty and attachment to the British Government which the Maharaja had manifested, the British Government desired to maintain that family on the *gadi* in the person of the Maharaja's adopted son, upon terms corresponding with those made in 1799, so far as the altered circumstances of the time would allow. But before replacing the people of Mysore, in whose welfare the British Government felt peculiar interest owing to their having so long been under British administration, under the rule of a Native ruler, it was held that it would be necessary both to give the young Chief an education calculated to prepare him for the duties of administration, and also to enter into an agreement with him as to the principles upon which he should rule the country. If at the demise of the Maharaja the young prince should not have attained his majority, the Mysore territory should, it was decided, continue to be governed in his name upon the same principles and under the same regulations as might be then in force.

Maharaja Krisi na Raj Wadiar, who had been appointed to be a Knight Grand Commander of the Most Exalted Order of the Star of India, survived only a year after the completion of this arrangement, and died on the 27th

March 1868, at the age of seventy-four. A Proclamation (No CXXII) was issued acknowledging the succession of Chamarajendra Wadiar, and stating that during his minority the Mysore territory would be administered in his name by the British Government, and that if on his attaining the age of eighteen years he should be found qualified for the discharge of the duties of his position, the government of the country would be entrusted to him, subject to such conditions as might be determined at that time. The Maharaja was accordingly publicly installed by the Commissioner of Mysore on the 23rd September 1868.

Between the date of the settlement of his debts in 1864 and the time of his death in 1868 Maharaja Krishna Raj Wadiar had contracted further liabilities to the amount of 13 lakhs of rupees. These were liquidated from the surplus revenues of Mysore. It had been intended to set apart this surplus as a fund for the support of the relatives and dependents of Maharaja Krishna Raj Wadiar after his death, but this was rendered unnecessary by the continuance of the ruling family in the person of the Maharaja's adopted son.

The account of the one fifth of the net revenues of Mysore, which had been paid to Maharaja Krishna Raj Wadiar during his lifetime under article 5 of the treaty of 1799, and which had for several years averaged 13 lakhs of rupees per annum, was closed at his death. All the revenues of Mysore were thereafter administered in trust by the British Government, a separate account being kept of the provision made for the support of the Maharaja, his family and dependents, and the unappropriated balances being accumulated for the benefit of the Maharaja and the State of Mysore.

The opportunity afforded by Maharaja Krishna Raj Wadiar's death was taken to revise the overgrown palace establishments the cost of which was reduced to nearly half its amount. One of the principal items of palace expenditure still consists of the allowances which are paid to the family connections of the Chief. Of these there are three classes, the Arsas or Rajabanthus, who claim a common descent with the ruling family, the Kumars or illegitimate descendants of the Mysore Chiefs, and the Sivachars or blood relations of those with whom illegitimate connections were formed. The stipends of the grands and male Arsas are hereditary and amount to Rupees 1,15,000 per annum; the continuance or lapse of the stipends enjoyed by the others is regulated by a code of rules sanctioned by the Government of India.

In 1877 it was arranged that the lands in the Mysore State occupied by the Madras railway should be held to have been transferred with full jurisdiction, short of sovereignty rights, to the British Government.

On the 5th March 1881, the Maharaja Chamrajendra Wadiar Bahadur attained the age of 18 years, and on the 25th of the same month the rendition of Mysore to native rule was effected by the installation of the young Chief as Maharaja of Mysore under the following Proclamation (No. CXXIII) of the Viceroy and Governor-General of India in Council —

“Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced, by proclamation to the Chiefs and people in Mysore, that His Highness Chamrajendra Wadiar Bahadur, the adopted son of the late Maharaja Krishna Raj Wadiar Bahadur, had been acknowledged by the Government of India as successor to Maharaja Krishna Raj Wadiar and as Maharaja of the Mysore territories, and declared that when His Highness should attain the age of eighteen years, the government of the country would be entrusted to him, subject to such conditions as might be determined at the time,

“Now, therefore, His Excellency the Viceroy and Governor-General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Empress of India, that His Highness Chamrajendra Wadiar Bahadur is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State

“And His Excellency the Viceroy and Governor-General in Council declares further to the Chiefs and people of Mysore that the administration of the aforesaid territories by the British Government has on this day ceased and determined.”

The Maharaja at the same time signed a Sanad or Instrument of Transfer (No. CXXIV) describing in twenty-four articles the conditions upon which the administration of the Mysore State was transferred to him by the British Government. By the fifth article the subsidy of twenty-five lakhs of rupees a year hitherto paid to the British Government by Mysore was enhanced to thirty-five lakhs.

On the 5th of April 1891, the Maharaja signed a Deed of Assignment (No. CXXV), making over (with effect from the date of his accession, viz., the 25th March 1881) free of charge, to the exclusive management of the British

Government, for the purposes stated in article 9 of the Instrument of Transfer, all lands forming the Civil and Military Station of Bangalore, and certain adjacent villages, as described in the schedule attached to the Deed of Assignment. The Maharaja renounced all jurisdiction in the lands so assigned. Their area is about 12½ square miles, with a population, according to the census of 1891, of 100,081. The Island of Seringapatam, which hitherto had formed a part of British India, though leased to the Government of Mysore since 1811 for Rupees 50,000 a year, was at the same time made over to Mysore by free grant.

In 1851 the Government of India, in consideration of the financial position of the Mysore State, remitted for a period of five years, *i.e.*, till the 1st April 1856, the enhanced liability due under the Instrument of Transfer. The remission was afterwards extended for a further period of ten years, that is, till the 1st April 1866. In 1855 the Government of India relinquished, on similar grounds, their claims to the accumulated surplus revenues of the Bangalore Assigned Tract, which were then deposited in the treasury.

From the date of the rendition the Chief Commissioner of Mysore became Resident in Mysore and Chief Commissioner of Coorg (*see* Coorg). He is invested with the powers of a Local Government and of a High Court in respect of the Bangalore Assigned Tract.

The first Diwan of Mysore was Rangacharulu, who had previously been a Secretary to the Chief Commissioner. He instituted in the State the Representative Assembly, which met for the first time in 1881. It is composed of rājats, merchants, planters and others selected by the local officers of the government as representatives of their classes. The assembly consists approximately of 350 members who meet annually at Mysore on the occasion of the Dasahara, when the proceedings of the Government and the progress of the State during the past year are reviewed by the Diwan in an address resembling the annual administration report of a British Indian province.

Diwan Rangacharulu died in January 1883, and was succeeded as Diwan by Kumarapuram Sheshadri Aiyar, the present Diwan, who is a Companion of the Order of the Star of India.

The Maharaja's eldest son, Krishna Raj Wadiar (Yuvaraja Bahadur), was born in June 1884. He has besides six other children—one son, named Narasimha Raj Wadiar, born in the year 1888, two sons born in 1890 and 1892, respectively, and three daughters.

During the famine which visited the country from 1877 to 1879 the Government of India advanced to the Mysore Government a sum of 80 lakhs of rupees to be expended on famine relief. The loan bore interest at 5 per cent, but the Government of India agreed to credit 1 per cent of the interest to a sinking fund which would liquidate the loan in 28 years.

In 1882, with the sanction of the Government of India, the Darbar raised in India a loan of 20 lakhs of rupees for railway purposes.

In 1884 the Darbar asked the Government of India to assist them in extending the Mysore State Railway from Gubbi to Harihar, to join the Southern Mahratta line. It was estimated that the cost of the extension would require a capital of 80 lakhs and as the Darbar represented that the finances of the State did not admit of the work being carried out without extraneous aid, the Government of India were asked to postpone the payment of the subsidy as enhanced by the 5th article of the Instrument of Transfer till after the liquidation of the debt due by the State.

The Government of India agreed, as has been stated, to forego for a further period of ten years, i.e., till the 1st April 1896, the enhancement of the subsidy from 25 to 35 lakhs, and suggested for the Darbar's acceptance a scheme for the hypothecation of the Mysore State Railway to the Southern Mahratta Railway Company. The proposals were eventually accepted by the Darbar, and on the 1st April 1886 the Mysore State Railway was transferred for a term of 50 years to the Company, being however redeemable by the Mysore State at certain periods during the currency of the contract. In consideration of the transfer the Southern Mahratta Railway Company paid to Mysore, through the Secretary of State, a sum of Rupees 68,60,508, which represented the capital cost of the Mysore line then open. This sum was credited to Mysore in reduction of the famine loan of 80 lakhs, which was thus fully paid off in January 1889. The extension of the Railway to Harihar was carried out, and the railway line declared open by the Maharaja in person on the 5th August 1889. A line from Mysore to Nanjangod was completed in 1891, and another from Bangalore to Hindupur, which will meet a branch of the Southern Mahratta system from the north, is at present under construction. The Government of India have also sanctioned the construction of a line from the Kolar Road Station on the Madras Railway to the Kolar Gold Mines.

The Imperial postal department took charge of all postal arrangements in the State on the 1st April 1889. The result has been a substantial financial gain to Mysore.

No. CXI.

ARTICLES of a FIRMAUND granted by the NAWAB HYDER ALI
KHAN BANADOOR—1763.

The Nawab Hyder Ali Khan s e l

ARTICLE 1.

The Honourable English Company have free liberty to build a commodious factory and warehouses at Onore by the water side, or any place they may pitch upon, and they may enclose their compound with a wall of stone and mud, without any guns. The ground allotted them shall be rent free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there.

ARTICLE 2

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included, nor shall any European or other nation besides them have leave to purchase pepper within the districts. The price shall be adjusted every year between the Resident and four principal merchants of Onore.

ARTICLE 3.

The Honourable English Company have free liberty to export annually from Mangalore three hundred corge of rice for the service of Tellicherry, exempt from the duty called Adlamy, or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice must be liable to the same customs as other merchants.

ARTICLE 4

Whereas several Onore merchants are largely indebted to the Honourable Company, the Killadar, &c, officers must assist the English in recovering their just demands, and provided any merchants in future should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory till they clear their debts.

ARTICLE 5

All goods that the English import, either at Onore or Mirjee, shall pay one and a half per cent customs on the sales, except horses, wet and dry dates, sugar, lishumisee, cocoanuts, cojra, tobacco, munchusry, opium, cotton,

alt, linnet, bee, and camphor these fourteen articles are to pay the same customs as other merchandize pay. Any goods they cannot sell they have leave to re-export without paying any customs on them, on showing them to the custom master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use.

ARTICLE 6.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Belnare divisions, the Nawab's kulladars, to, officers and people shall assist in saving the goods, stores, etc, which shall be all returned to the English.

ARTICLE 7.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory: but if they want masts for vessels, they must apply for leave to cut them.

ARTICLE 8.

No galleys, gallivass, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE 9.

The English will not assist the enemies of the Nawab, nor, on the other hand, shall the Nawab afford any assistance to the enemies of the English.

ARTICLE 10.

The kulladars and officers of the Nawab shall always show the English and their servants a due respect everywhere, and at all times be ready to assist them.

Signed by the NAWAB.

*Belnure, the 10th of Mojee, 1176,
or the 27th of May Anno Domini 1763.*

No. CXII.

GRANT from HYDER ALI KHAN, BAHADOOR, dated the 23rd February 1766.

I, Hyder Ali Khan Bahadoor, in consideration of the friendship subsisting between me and the Honourable United English East India Company,

do hereby confirm and ratify all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and cardamums from the Malabar frontier to the northward to the Samorine's dominions, including them, and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

*Given under my hand, in Mudday
the day and year above written*

No CXIII.

TREATY with HYDER ALI—1769.

A TREATY of PERPETUAL FRIENDSHIP and PEACE, made and concluded between the GOVERNOR and COUNCIL of FORT ST GEORGE, in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, for all their possessions, and for the Carnatic Payen Ghat, on the one part; and the NAWAB HYDER ALI KHAN BAHADOOR, for the country of Mysore Hyder Nagur, and his other possessions, on the other part, on the following conditions

ARTICLE I

That all hostilities shall immediately cease on the conclusion of this Treaty, which is to be perpetual, or as long as the Company may exist, that peace and friendship shall take place between the contracting parties (particularly including therein the Rajah of Tanjore, the Malabar Ram Rajah, and Morari Rao, who are friends and allies to the Carnatic Payen Ghat) also all others, the friends and allies of the contracting parties, provided they do not become the aggressors against either of them, but if they are aggressors they are not to be assisted by either party

ARTICLE 2

That in case either of the contracting parties shall be attacked they shall, from their respective countries, mutually assist each other to drive the enemy out. The pay of such assistance of troops, from one party to another, to be after the following rates, viz, to every soldier and horseman fifteen Rupees per month, and every sepoy seven and a half Rupees per month the pay of the Sirdars and Commandants to be as it shall be agreed on at the time

ARTICLE 3.

The Presidency of Bombay, and all the factories and places which were before or are now under their government, are included in this Treaty of friendship: and the Nawab Hyder Ali Khan Bahadour engages, out of his friendship and regard for the Company, to grant to them the factories, privileges, and exemptions in trade, in the same manner as they before held them, moreover, to release all the Sindars, Europeans, sepoys, etc., who may have been taken on that side and this, immediately on the arrival of a proper person from the Governor and Council of Bombay for that purpose; and also to settle the particulars of the privileges of trade, and other matters relative to the sandal wood and pepper, etc., articles of trade. And as there is now established between the contracting parties (the Company and the Nawab Hyder Ali Khan) a perpetual peace, there is no doubt but the Presidency of Bombay will exchange with the said Nawab a Treaty to the same purport as this, respecting the affairs of the said place, etc., and all the factories on that side. With regard to the ships, etc., which have been taken on both sides in the course of this war, it is hereby agreed and stipulated that they shall be mutually forgiven, and no claim or demand on any account made for them hereafter.

ARTICLE 4

The above Nawab engages that all the officers Europeans and sepoys belonging to the Presidency of Madras, shall immediately be released on the arrival of a proper person at Bangalore to demand them, also all the Sindars and people belonging to the Carnatic Payen Ghat, who may have been taken in this war, shall likewise be released, the English Company engaging on their side to release the people belonging to the said Nawab who may have been taken also in this war.

ARTICLE 5.

The contracting parties mutually engage and agree that the forts and places which may have been taken by either party from the other in this war shall be mutually restored, except the fort of Caroor and its districts. And whereas the English Company have, in the forts of Colaur and Vencatigherry (exclusive of the former stores therein) many cannon-shot, powder, ball, and muskets, the Nawab Hyder Ali Khan engages that the said Company shall have permission to bring away the same, without any let or molestation being given them therein, and as soon as they are withdrawn, the said forts shall immediately be evacuated and restored to the said Nawab.

In witness whereof, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company, and the Carnatic Payen Ghat, in Fort St George, this 3rd day of April, in the year of the Christian era 1769, and the said Nawab Hyder Ali Khan Bahadour, at his camp at Madavaram, the 25th day of the Moon Teekyd, in the year of the Hegira 1182.

want for Tellicherry or Bombay; three hundred corges of which is, as usual, to be free of the duty called *adlamy*.

ARTICLE 5.

That the English shall have free liberty of trading in the several ports of the Nawab's dominions on the Malabar coast, paying customs at the rate of one and a half per cent. on the sale of all goods, and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom master. No customs to be charged on gold and silver nor on any articles for the immediate use and consumption of the English, their servants, and dependants.

ARTICLE 6.

The Nawab obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same on the debts being fully proved to his satisfaction.

ARTICLE 7

That the Honourable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank at Onore, Mangalore, or any other ports of the Nawab's country, teak excepted.

ARTICLE 8.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nawab's ports, but have free liberty to go out and come in without hindrance or molestation.

ARTICLE 9

Whatever vessels belonging to the English may be drove on shore on any part of the Nawab's dominions, whether by stress of weather or otherwise, his *kildars*, officers, and subjects are to assist them that their goods may be saved and delivered to the proprietors.

ARTICLE 10.

That the said Nawab shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nawab, but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz*—

The commission officers to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party who assist —

Each European soldier	15	Pupees per month.
Each Sepoy	7½	" "

ARTICLE 11.

Should at any time disputes arise between the servants of the English factories and the Nawab's subjects, servants, or dependants, and the former be found culpable, they shall be sent to the English Resident to be punished, as shall the Nawab's people to his kildars, hummuldars, etc., if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honourable Company's protection.

ARTICLE 12

That the said Nawab shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions. In all matters of trade or business the English to have the preference, and in matters of ceremony or state, they are to take rank of all other European nations, as well as the country powers.

ARTICLE 13

The said Nawab hereby ratifies and confirms the grant which he executed in February 1766, and delivered to Messrs Sparks and Townsend, relative to the privileges and immunities the Honourable Company possessed in the several countries he conquered upon this coast, before he took possession thereof, and hereby binds and obliges himself to compel whoever may be in possession of those countries to grant to the Honourable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein in their utmost extent.

In witness of all which the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz, the said President and Council, on behalf of the English East India Company in Fort St. George's Castle this 8th day of August in the year of the Christian era, 1770, and the said Nawab Hyder Ali Khan Bahadoor

No CXV.

TREATY of 25th October 1782 for the restoration of the Hindoo dynasty of MISORE.

By virtue of powers delegated to me by the Right Honourable George . . . and Select Com-
 tember in the
 ude an agree-
 ment with Her Excellency the Rana of Mysore subject to the approbation of
 the Governor-General and Council.

I do therefore hereby solemnly engage on the part of the said Right Honourable George Lord Macartney, President and Governor and Select Committee that all and every the Articles of agreement annexed, authenticated by the Rev. Mr Swartz, and interchanged with Trimulrow, the Agent of Her Excellency the said Rana and with me as representative of the Honourable Company, at Tanjore on this 28th day of October in the year of our Lord 1782, shall be received and acknowledged as the basis of a Treaty of amity and alliance between the said Honourable Company and the said Rana, subject to the before recited condition. And I do hereby solemnly engage that all and every the Articles annexed shall stand inviolably as the fixed and unalterable terms of the said Treaty, unless by mutual consent of the said Rana or Her Representatives, and the Representatives of the Honourable Company, it may hereafter be deemed expedient to amend and alter them.

In witness whereof, in the presence of Almighty God, I have hereunto affixed the seal of the Honourable Company, and have also subscribed my signature this 28th day of October in the year of our Lord 1782.



*Signed and sealed
in the presence of*

(Sd) C T SWARTZ

(Sd) JOHN SULLIVAN,
Resident, etc

„ J. C HIPPLESLEY,
Assistant, etc.

ARTICLES of AGREEMENT concluded by MR SULLIVAN with the RANA of MYSORE

Hyder Naig has usurped all our master's country, destroyed him and his two sons and still keeps his widow our Rana in prison at Seringapatam. The English know that Hyder Naig was a servant of our master's when he did these things.

If the English who are great and powerful will punish this usurper, and deliver to our master the countries Hyder has taken from him, we will enter into the following conditions —

1st — We will pay to the Company three lakhs of Kaudirayen Pagodas as

The English Company are well acquainted with the usurpation of Hyder Ali and the misfortunes which he has brought upon the family of the Rajah of Mysore, whose servant he was. They are willing to assist with their troops in reducing Hyder Ali, and in re-establishing the Rajah in his hereditary dominions upon the conditions proposed in the first, second, third, and fourth Articles

soon as their troops shall have driven the enemy out of the Coimbatour, etc, countries on this side of the mountains

2nd —As soon as the English troops shall have ascended the Balaghat and possessed themselves of the forts of Ardmelli or Visayburam we will pay the further sum of one lakh of Pagodas

3rd —Upon the surrender of the fort of Mysore, and the government of the country being given to our Rana or whoever she may adopt, will pay another lakh of Pagodas, and

4th —Upon the fall of Seringapatam we will pay five lakhs of Pagodas, that is to say, in all, the sum of ten lakhs of Pagodas

5th —We will engage further that from the day our Rana or whoever she may adopt shall be proclaimed in Seringapatam, the sum of five lakhs of Pagodas shall be paid annually to the Company by monthly instalments, and moreover that a jaghire to the annual value of one lakh of Pagodas shall be assigned to the Company, in whatever part of the said dominions they may think proper, upon the following conditions —

6th —That the Company shall take the protection of all our country into their own hands, and that for this purpose they shall keep an army of sepoys, of European soldiers, and of European artillery, with all the officers, guns, stores, etc, field and garrison equipage usually attached to such an army, in the same manner as given to the Rajah of Tanjore

7th —That the Company shall not interfere in the management of the country nor in the arrangements for the peshcush and chout, that the kildars amildar and other officers who may be appointed by the Rana for the management of the country shall be

5th and 6th —The Company will undertake to protect the government of Mysore, and will maintain an army in that country, but as the number of troops that may be required for that purpose cannot now be determined, the government of Mysore must engage to pay whatever the charges of such an army may exceed the sum of five lakhs of Pagodas

7th —The amount of the former peshcush from Mysore to the Mogul as well as the amount of the former chout to the Mahrattas, must be regularly paid into the Company's treasury, to be by them accounted for to the Mogul's officer and to the

employed, and none others in the collections, and that they shall be supported by the Company's troops in the execution of their office, and further that the Company shall not interfere in the business of the polygars.

Mahrattas. If by their influence and friendly offices the Company should prevail with the Mahrattas and the Mogul to exempt Mysore from the future payment of peul cash and clout, the amount of these charges will be held by the Company as a fund for defraying any extraordinary expenses which may be incurred either in future wars, in the building and repairing of forts, or in the augmentation of the military force for the defence and protection of Mysore. The Company will not interfere in the business of the polygars in the collection of the revenue, or in the nomination of kilalars, etc, but will support and assist all officers who may be appointed by

vided care is taken to have twelve months' provision in every garrison where the Company's troops may be stationed, otherwise the public safety will oblige the Company to collect money and provisions to the extent of this agreement

8th—That the Company will order to be delivered over to us whatever jewels, treasure, elephants horses, military stores and effects of every kind, belonging to Hyder Naig and his officers, that may be found in the different forts, towns, etc, or that may be taken in the field

8th—According to the rules of war established in European armies, whatever is found in a place taken by storm, and whatever is taken in the field from the enemy, becomes the immediate property of the troops. a compromise is often made on such occasions, whereby the army relinquish their claim for a specific sum of money, the Company will recommend this measure to their officers

9th—That Hyder Naig and all prisoners of every rank who may be taken in the field and in the different forts, towns &c, shall be delivered over to the Rana's officers

9th—As the Company are already engaged as principals in a war against Hyder Ali, they cannot agree to this article. They will however shew particular regard to

10th—That Seringapatam being a place of religious worship, no troops shall be stationed within the walls of that place except in time of actual war

11th—That the Rana shall be at liberty to station sebandees and poligars in such places as may be necessary for the security of the revenue and the protection of the inhabitants

12th—Should it so happen that the Company may not be able to reduce Hyder Naig, but on the contrary that they should be obliged to make peace with him, in that event the Company must take us and all the people who may join with us under their protection, and continue the same to us and our family for ever. And further they must engage to pay back whatever money may be advanced them on account of our Rana for the purposes before mentioned.

13th—The Governor and Council of Madras must procure a Sunnud from the Company in England to confirm to our Rana and her successors the full possession and government of all the countries that may be taken as before mentioned from Hyder Naig for ever and ever, upon the conditions hereinbefore expressed

14th—As there is no reason to hope

proposed that as the war now carrying on by the English against Hyder Naig can only be terminated by the total suppression of his power, the Company

the interest of the Mysore government in this and every other instance.

10th—It must be left to the Company to determine in what places garrisons shall be placed, what forts shall be kept up, and what shall be destroyed.

11th.—Admitted

12th—The Company will comply with this Article in all its extent, as well in regard to the protection of persons as to the reimbursement of money

13th—(Fide Note at the end) General Coote is now invested with full powers from the Company, his cowle will be sufficient for the present. A Sunnud from the Supreme Government of Bengal will be procured by him, and a public letter from the Company will be obtained as soon as possible to confirm the whole in the same manner as it has been granted to the Rajah of Tanjore.

14th—The Company cannot consent to this proposal in all its extent. Their ally the Soubah of the Deccan has just claims on some of those countries, and the Marhatta State, with whom the Company are now entering into a Treaty of friendship and alliance, have claims upon other countries. All

should extend the Mysore Government over all the countries now held by Hyder, in consideration of which we will engage to pay by monthly instalments to the Company the further sum of twenty-three lakhs of Pagodas for the expenses of the war. And from the time that peace shall be re-established and the Mysore authority acknowledged

Pagodas, and moreover assign to them in perpetuity a jaghure to the yearly value of five lakhs of Pagodas, in whatever part of the said dominions they may think best. In consideration of which the Company must maintain an army for the protection and defence of those countries.

15th —Whatever countries may have been taken by Hyder Nuz from the Governments of Hyderabad or Iconah or Sattara, that is to say, countries which are held immediately under the dominion of those governments, we agree shall be excepted, on condition that a proportionate deduction be made from our payments, but this must not be extended to any tributaries of either State unless in such cases as may be now particularly provided for. The Articles of peshcush and chout must be left to the decision of our Rana, to whose consideration we will recommend them.

16th —We cannot consent to the restoration of Gooty. Our Rana has received particular injuries from Morarow, and besides there is a debt of thirty lakhs of Rupees which is justly due from him to the late Rajah of Mysore

the conquests therefore made by Hyder Ali from the Souhah and the Mahrattas must be excepted, and the Company must be left at liberty to enter into such engagements with those powers relative to those countries as they may think proper. The peshcush and chout formerly paid from the other countries, which may be recovered from Hyder Ali and given up to the Rana of Mysore, must be regularly paid to the Company in the same manner and for the same purposes as has been expressed relative to the peshcush and chout from Mysore. The stipulated payments must be regularly paid, and twelve months' provision must be constantly kept in every garrison, as has been before expressed.

With those exceptions the Company will engage to put the Rana of Mysore in possession of all the other conquests made by Hyder Ali, and to protect her and her successors in the same upon the conditions proposed.

15th —The Company will consent to make a deduction from the Mysore payments in the proportion as the revenue of any other province that may be excepted shall stand to that of the other countries to be given up to Mysore.

16th —The Company will reserve to themselves the liberty of reinstating the family of Morarow in the country of Gooty.

A true translation of the annexed Articles, written in the Malabar language

(Sd) C T SWARTZ

I agree to all the Articles of the Company except these three points Gooty is not to be delivered to its former possessor, in Seringapatam we will have no garrison, nothing but what belonged to the hereditary dominions of the Nizam and the Mah-rattas shall be given over to them

(*Vide* 13th Article) The powers of Government heretofore vested in General Coote being resumed by the Presidency of Madras, those Articles are executed under their sanction and by their authority, as before expressed

The foregoing Articles, etc, were drawn up previous to the definitive orders of the Presidency of Madras, bearing date the 27th September 1782

(Sd) JOHN SULLIVAN,

Resident, etc

A true translation

(Sd) C T SWARTZ

L S

, TRIMULROW, etc.

No CXVI

TREATY of PEACE with the NAWAB TIPPOO SULTAN BAHADOOR,
1784The
Company's
SealTippoo
Sultan's
Seal

TREATY of PERPETUAL PEACE and FRIENDSHIP between the
HONOURABLE the ENGLISH EAST INDIA COMPANY and the
NAWAB TIPPOO SULTAN BAHADOOR, on his own behalf, for the
countries of Seringapatam, Hyder Nagur, etc., and all his other
possessions, settled by ANTHONY SADLER, GEORGE LEONARD
STAUNTON, and JOHN HUBBLESTON, ESQUIRES, on behalf of the
HONOURABLE ENGLISH EAST INDIA COMPANY, for all their
possessions and for the Carnatic Payen Ghat, by virtue of
powers delegated to the HONOURABLE the PRESIDENT and
SELECT COMMITTEE of FORT ST GEORGE for that purpose, by
the HONOURABLE the GOVERNOR GENERAL and COUNCIL
appointed by the KING and PARLIAMENT OF GREAT BRITAIN
to direct and control all political affairs of the HONOURABLE
ENGLISH EAST INDIA COMPANY IN INDIA, and by the said
Nawab, agreeable to the following Articles, which are to be
strictly and invariably observed, as long as the sun and moon
shall last, by both parties, that is to say, by the English
Company and the three Governments of Bengal, Madras and
Bombay, and the Nawab Tippoo Sultan Bahadoor

ARTICLE 1

Peace and friendship shall immediately take place between the said Com-
pany and the Nawab Tippoo Sultan Bahadoor and their friends and allies,
particularly including therein the Rajahs of Tanjore and Travancore, who
are friends and allies to the English and the Carnatic Payen Ghat also
Tippoo Sultan's friends and allies. The Beebe of Cannanore and the Rajahs
or zemidars of the Malabar coast are included in this Treaty. The English

will not directly or indirectly assist the enemies of the Nawab Tippoo Sultan Bahadoor, nor make war upon his friends or allies, and the Nawab Tippoo Sultan Bahadoor will not directly or indirectly assist the enemies, nor make war upon the friends or allies of the English

ARTICLE 2

Immediately after signing and sealing the Treaty by the Nawab Tippoo Sultan Bahadoor and the three English Commissioners, the said Nawab shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed by his troops, the forts of Amboorgur and Satgur excepted and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty. And the said Nawab shall also, immediately after signing the Treaty, send orders for the release of all the persons who were taken and made prisoners in the late war and now alive, whether European or Native, and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nawab will cause them to be supplied with provisions and conveyances for the journey, the expense of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered. In particular Abdul Walab Khan, taken at Chittoor, and his family, shall be immediately released, and if willing to return to the Carnatic shall be allowed to do so. If any person or persons belonging to the said Nawab, and taken by the Company in the late war, be now alive, and in prison in Bencoolen or other territories of the Company, such person or persons shall be immediately released and if willing to return shall be sent without delay to the nearest fort or settlement in the Mysore country. Boswari, late amildar of Pulicacheri, shall be released and set at liberty to depart.

ARTICLE 3

Immediately after signing and sealing the Treaty, the English Commissioners shall give written orders for the delivery of Onore, Carwar, and Sadashevagar, and forts or places bring away the garrisons. The the troops in those places to be necessary assistance for their voyage to Bombay (they paying for the same). The Commissioners will likewise give at the same time written orders for the delivery of the forts and districts of Caroor, Auracourchy, and Daraparam and immediately after the release and delivery of the prisoners, as before mentioned, the fort and district of Dindigul shall be evacuated and restored to the Nawab Tippoo Sultan Bahadoor, and none of the troops of the Company shall afterwards remain in the country of the Nawab Tippoo Sultan Bahadoor.

ARTICLE 4

As soon as all the prisoners are released and delivered, the fort and district of Cannanore shall be evacuated and restored to Ali Rajah Bibi, the Queen of that country, in the presence of any one person without troops, whom the Nawab Tippoo Sultan Bahadoor may appoint for that purpose and at the same time that the forts of Cannanore and for the evacuation and delivery and in the meantime none any part of the Carnatic except in the two forts above mentioned

ARTICLE 5

After the conclusion of this Treaty the Nawab Tippoo Sultan Bahadoor will make no claim whatever in future on the Carnatic.

ARTICLE 6

All persons whatsoever who have been taken and carried away from the Carnatic Paven Ghat (which includes Tanjore) by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, or by the Nawab Tippoo Sultan Bahadoor, or otherwise belonging to the Carnatic, and now in the Nawab Tippoo Sultan Bahadoor's dominions and willing to return, shall be immediately allowed to return with their families and children, or as soon as may be convenient to themselves, and all persons belonging to the Vencatacherry Rajah, who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nawab Mahomed Ali Khan Bahadoor, and to the Rajah of Vencatacherry shall be delivered to the Nawab Tippoo Sultan's ministers, and the Nawab will cause the contents of this Article to be publicly notified throughout his country.

ARTICLE 7.

This being the happy period of general peace and reconciliation, the Nawab Tippoo Sultan Bahadoor, as a testimony and proof of his friendship to the English, agrees that the Rajahs or zemindars on this coast who have favored the English in the late war shall not be molested on that account.

ARTICLE 8

The Nawab Tippoo Sultan Bahadoor hereby renews and confirms all the commercial privileges and immunities given to the English by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, and particularly stipulated and specified in the Treaty between the Company and the said Nawab concluded the 8th of August 1770

ARTICLE 9

The Nawab Tippoo Sultan Bahadoor shall restore the factory and pri-

vileges possessed by the English at Calcut until the year 1779 (or 1193 Hegira), and shall restore Mount Dilly and its district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sirdar Khan at the commencement of the late war.

ARTICLE 10

This Treaty shall be signed and sealed by the English Commissioners, and a copy of the same sealed by the President and Select Comr returned to the Nawab Tippoo Sultan Baha ssible, and the same shall be acknowledged under the hands and seals of the Governor General and Council of Bengal, and the Governor and Select Committee of Bombay, as binding upon all the governments of India, and copies of the Treaty, so acknowledged, shall be sent to the said Nawab in three months, or sooner if possible. In testimony whereof the said contracting parties have signed, sealed and interchangeably delivered two instruments, of the same tenor and date, to wit, the said three Commissioners on behalf of the Honourable English East India Company and the Carnatic Payen Ghat, and the said Nawab Tippoo Sultan Bahadoor, on his own behalf, and the dominions of Seringapatim and Hyler Nugur, etc. This executed at Mangalore (otherwise called Codial Bunder) this 11th day of March and year 1784 of the Christian era, and 16th day of the moon Rubee-ul sanee, in the year of the Hegira 1198

TIPPOO SULTAN'S
Signature

(Sd) ANTHONY SADLIER

L S

„ GEORGE LEONARD STAUNTON

L S

„ JOHN HUDLESTON

L S

No CXVII

PRELIMINARY TREATY with TIPPOO SULTAN—February 1792.

COPY of the PRELIMINARY ARTICLES agreed upon and exchanged,
dated 22nd February 1792.

ARTICLE 1.

One-half of the dominions which were in possession of Tippoo Sultan

at the commencement of the present war shall be ceded to the allies adjacent to the respective boundaries, and agreeable to their selection

ARTICLE 2

Three crores and thirty lakhs of Sicca Rupees shall be paid to the allies, agreeable to the following particulars, etc.

One crore and thirty five lakhs shall be paid immediately, in Pagodas or gold mohurs, or Rupees, of full weight and standard, or in gold or silver bullion. The remainder one crore and sixty five lakhs at three instalments, not exceeding four months each, in the three coins before mentioned

ARTICLE 3

All subjects of the four several powers who may have been prisoners from the time of the late Hyder Ali Khan to the present period shall be fairly and unequivocally released

ARTICLE 4

Until the due performance of the three Articles abovementioned, two of the three eldest sons of Tippoo Sultan shall be given as hostages, on the arrival of whom a cessation of hostilities shall take place

ARTICLE 5

When an agreement containing the Articles above written shall arrive, bearing the seal and signature of Tippoo Sultan, counter agreements shall be sent from the three powers, and after the cessation of hostilities such a definitive Treaty of perpetual friendship, as shall be settled by the several parties, shall be adjusted and entered into

No. CXVIII.

TREATY of PEACE with TIPPOO SULTAN, 1792.

DEFINITIVE TREATY of PERPETUAL FRIENDSHIP for the adjustment of affairs between the HONOURABLE ENGLISH EAST INDIA COMPANY, the NAWAB AUSUPH JAH BAHADUR and RAO PUNDIT PRUDHAN BAHADOOR, and TIPPOO SULTAN, in virtue of the authority of the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER, GOVERNOR-GENERAL, etc., etc., invested with full powers to direct and control all the affairs of the said COMPANY in the EAST INDIES, dependent on the several Presidencies of Bengal, Madras, and Bombay, and of the NAWAB AZIM-ool-OMRAH BAHADOOR possessing full powers on the part of the NAWAB AUSUPH JAH BAHADOOR, and HURRY RAM PUNDIT TANTEA BAHADOOR possessing equal powers on the part of RAO PUNDIT PRUDHAN BAHADOOR, settled the 17th day of March 1792, of the Christian era, answering to the 23rd day of the month Rajeb, 1206 of the Hegira; by SIR JOHN KENNAWAY, BARONET, on the part of the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER, etc.; and MEER AULUM BAHADOOR, on the part of the NAWAB AZIM-ool-OMRAH BAHADOOR; and BUCKAJEE PUNDIT, on the part of HURRY RAM PUNDIT TANTEA BAHADOOR, on one part: and by GHOULAM ALI KHAN BAHADOOR, and ALI RHEZA KHAN, on behalf of TIPPOO SULTAN, according to the undermentioned Articles, which by the blessing of God shall be binding on their heirs and successors as long as the sun and moon endure, and the conditions of them be invariably observed by the contracting parties.

ARTICLE 1.

The friendship subsisting between the Honourable Company and the

Circars of Tippoo Sultan, agreeably to former Treaties, the first with the late Nizam of the Deccan, dated 8th August 1770, and the other with the late Nizam of the Deccan, dated 1784, is hereby confirmed and increased, and the said Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted: and the eighth Article of the second above-mentioned Treaty, dated the 11th March 1784, corresponding with the 18th of the month Rubbee-ul-sanee, 1198 Hegira, confirming all the privileges and immunities of trade which the deceased Nawab Hyder Ali Khan granted to the said Company by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

ARTICLE 2.

In the fourth Article of the preliminary Treaty entered into between the allied powers and the said Tippoo Sultan, dated the 22nd February 1792, corresponding with the 28th of the month Jemmadee-ul-sanee 1206 Hegira, the three foregoing Articles " (the first, the cession of one-half of the country; the second, the immediate payment of the sum agreed to be paid, and the remainder in specie only, at three instalments, not exceeding four months each instalment; and the third engaging for the release of prisoners) "two of the sons of the said Tippoo Sultan shall be detained as hostages," which Articles are confirmed by the present instrument; accordingly the said Tippoo Sultan shall divide the sum agreed to be paid at three instalments abovementioned into three equal parts, and shall pay to the said three powers their respective shares, at the exchange affixed for the amount, to be paid immediately, at such places on the boundaries of the allies as shall be determined on by them; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one-half of the country and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultan to the three powers prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultan shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

ARTICLE 3.

By the first Article of the preliminary Treaty it is agreed that one-half of the dominions which were in the possession of the said Tippoo Sultan at the commencement of the war, shall be ceded to the allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultan, to be ceded to the allies agreeably to their respective shares, is hereunto subjoined and the detail of them is inserted in a separate Schedule bearing the seal and signature of Tippoo Sultan.

Districts ceded to the Honourable English Company.

	C. Pagodas F C	C Pagodas F C	C Pagodas F C
Calcut, 63 Talooks . . .	..	8 48 765 5 4½	
Paulgautechery . . .		88 000 0 0	
Dindigul and Palnauvier Pakshy, 2 Talooks . . .		90,000 0 0	
Salem . . .		24 000 0 0	
Koork . . .		8 000 0 0	
Namuel . . .		16 000 0 0	
Sunkagurry . . .		40 000 0 0	
Barrah Mohul 9 Talooks, viz —			
Barrah Mohul . . .	61,000 0 0		
Caveriputtun . . .	10 000 0 0		
Verbudurdroog . . .	8 000 0 0		
Raycottah . . .	8 000 0 0		
Kangoondie . . .	6 000 0 0		
Durampoory . . .	8 000 0 0		
Pinnagurh . . .	10 000 0 0		
Tingrycottah . . .	12 000 0 0		
Caveripoor . . .	8 000 0 0		
		1 34 000 0 0	
Attloor Anuntgurry . . .		18 000 0 0	
Purmutty . . .		14 000 0 0	
Shadmungal . . .		20 900 0 0	
Vauloor . . .		16,000 0 0	
			13 16 765 5 4½

Districts ceded to the Nawab Ausuph Jah Bahadoor

Talook Kurpah, 61 Talooks			
The Daab 15 do.	16 48 099 3 2		
Deduct as follows			
In the Peishwa's share . . .	13,06,666 6 10		
Remains with Tippoo Sultan			
Anagoondy . . .	60 101 0 0		
	13 66 767 6 10		
Remains to the Nawab Ausuph Jah	..	2,81 331 6 8	
Banyaupully and Churchmulla, 2 Talooks . . .		41 804 9 8	
Singputtam and Chilwara		20 000 0 0	
Onak . . .		20 000 0 0	
Hanwuntgoond . . .		15 000 0 0	
Wimpelly remla . . .		12 565 0 0	
Mouka . . .		12,162 6 14	
In Gooty 4 Talooks, viz ,			
Tarputry . . .	19 055 0 4		
Tannorry . . .	13 072 8 0		
Velanoor . . .	8 800 0 0		
Singemmully . . .	10 855 0 0		
		51 782 8 0	

District ceded to Nawab Ausuph Jah Bahadur—contd.

	C Pagodas F C	C. Pagodas. F C.	C. Pagodas. F C
Beswampoor		5 000 0 0	
Hikaryloor, etc., 2 Talooks	35,000 0 0		
Deduct			
Remains with Tippoo Sultan 2 Talooks, Koorloor and Dummoor	12 000 0 0		
Remains to the Nawab Ausuph Jah		23 000 0 0	
In Koorloor	..	370 2 6	
			13 16 666 6 11

Districts ceded to Rao Pundit Prudhan Bahadur

The Doal, 15 Talooks		16,49 000 3 2	
Deduct			
Remains with Tippoo Sultan Anagoody, 1 Talook	60 101 0 0		
In the share of the Nawab Ausuph Jah			
Koopul, 8 Talooks	1,06 137 3 9		
Kuichghurry, 1 Talook	79 100 0 0		
In Gujunderghur	96 001 2 15		
	2 81,331 6 8	3 41,432 6 8	
Remains to Rao Pundit Prudhan, viz Danwar, 8 Talooks	1,31 536 8 5½		
Hawanoor, 2 do	30 604 3 2		
Dunnoor	15,394 66 0½		
Banksipoor, 16 Talooks	2 50,425 6 7½		
Serbutty, 4 do	64 843 7 10		
Kelore, 11 do	1,43 397 4 3		
Gudduck, 4 do	45,297 1 9½		
Jalabul, 5 do	73 185 0 14		
Dummul, 4 do	49,196 5 12		
Shunore, 26 do	3 40 946 7 13		
Saulgurry Soudanty	1,48 953 8 0		
In Gujunderghur			
8 Talooks	1 01 977 9 5½		
Deduct in the share of the Nawab Ausuph Jah	96 001 2 15		
	5 883 6 7½	13,06 666 6 10	
Remains to Rao Pundit Prudhan from Gooty Sundoor		10 000 0 0	
			13,16 666 6 10
GRAND TOTAL C PAGODAS	..		39 50 038 8 3½

ARTICLE 4

Whatever part of Namuel, Sankagurry, Solem Caveripoor, Attoor, and Parmutty, which as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the river Cavery, or if there should be any other talooks or villages of talooks situated as above described, they shall belong to the said Company and others of equal value shall be relinquished by the said Company to Tippoo Sultan in exchange for them, and if of the above districts there shall be any talooks or villages of talooks situated to the westward or southward of the said river, they shall be relinquished to Tippoo Sultan, in exchange for others of equal value to the said Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Tippoo Sultan shall be delivered up without any cavil or demand for outstanding balances and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the same manner, be delivered up, and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately prepared and delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and shall not detain a single person), the armies of the allied powers shall march from Seringapatam. Such forts and places, nevertheless, as shall be in the possession of the said Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, etc., and sick which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, etc., being removed.

ARTICLE 6

Whatever guns and shot shall be left by Tippoo Sultan in the forts which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan.

ARTICLE 7.

The contracting parties agree that zemindars and aumildars, being in balance to either party, and repassing to the country of either party, pro

If hereafter it
the allies and the
be knowledge and

approbation of all parties

ARTICLE 8

The polygars and zemindars of this country, who in the course of the

present war have attached themselves and been serviceable to the allies, shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall be signed by the said Sultan, bearing his seal and signature, accompanied by the said Tippoo Sultan, three powers, one to the said Ausuph Jah Bahadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule, three counterparts thereof and of the Schedule shall be

the said Ausuph Jah Bahadoor, bearing the seal and signature of the said Ausuph Jah Bahadoor, and the said Rao Pundit Prudhan Bahadoor, bearing the seal and signature of the said Rao Pundit Prudhan Bahadoor, and the said Hurry Ram Pundit Tantea Bahadoor, bearing the seal and signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringapatam, this 18th day of March 1792.

(Sd) CORNWALLIS.

Seal

Jummabundy of the Countries which are ceded to the Honourable English East India Company by Tippoo Sultan according to the following detail, dated the 16th of March 1792, corresponding to the 22nd Rajeb, 1206 Hegira.

	C Pagodas. F C	C Pagodas F. C	C Pagodas F C
<i>Talooks appertaining to Calicut</i> <i>63 Talooks, viz —</i>			
<i>Talook Curba Calcut, 3 Talooks—</i>			
Curba	38 236 8 0		
Ramnagr	8 071 7 12		
Purruupnagr	8,863 3 0		
<i>Talook Goorumuny, 7 Talooks—</i>			
Curba	12 725 0 4		
Kolecaut	12,957 3 5		
Paynayr	17,630 5 14		
Purmulla	17,015 9 0		

ARTICLE 4

Whatever part of Namuel, Sankagurry, Salem Caveripoor, Attoor, and Parmutty, which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of
 her talooks or villages of talooks
 to the said Company and others
 said Company to Tippoo Sultan
 ny talooks
 said river,
 rs of equal
 value to the said Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Tippoo Sultan shall be delivered up without any cavil or demand for outstanding balances and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the same manner, be delivered up, and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately prepared and delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and
 rs shall march
 hall be in the
 said armies are
 ve removed the
 passed them on
 to occur in the
 said stores, etc, being removed

ARTICLE 6

Whatever guns and shot shall be left by Tippoo Sultan in the forts which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan

ARTICLE 7.

The contracting parties agree that zemindars and aumildars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the allies and the said Tippoo Sultan, such disputes shall be adjusted with the knowledge and approbation of all parties

ARTICLE 8.

The polygars and zemindars of this country, who in the course of the

present war have attached themselves and been servicable to the allies, shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall be signed, accompanied by the said Tippoo Sultan, and three powers, one to the said Company with the Schedule, one to the said Nawab Ausuph Jah Bahadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule shall be delivered, that is to say, one counterparty, bearing the seal and signature of the said Nawab Ausuph Jah Bahadoor, bearing the seal and signature of the said Nawab and of Azim-cool Oomrah Bahadoor; and one with the Schedule on the part of the said Rao Pundit Prudhan Bahadoor, bearing the seal of the said Rao Pundit Prudhan Bahadoor and the signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringapatam, this 18th day of March 1792.

(Sd) CORNWALLIS.

Seal

Jumabundy of the Countries which are ceded to the Honourable English East India Company by Tippoo Sultan according to the following detail, dated the 16th of March 1792, corresponding to the 22nd Ryeed, 1206 Hegira.

	C Pagodas. R C	C Pagodas F. C	C. Pagodas. R C
<i>Talooks appertaining to Calicut</i> <i>63 Talooks, viz—</i>			
<i>Talook Curba Calcut, 3 Talooks—</i>			
Curba	39,236 8 0		
Raminagr	8,071 7 12		
Purrujnagr	8,603 3 0		
<i>Talook Goorumuny, 7 Talooks—</i>			
Curba	12,725 0 4		
Kolecant	12,057 3 8		
Paynagr	17,630 5 14		
Parmulla	17,015 0 0		

Jummabundy of the Countries, etc.—contd.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas F.C.
Talook Goorumuny, 7 Talooks— <i>contd</i>			
Kulkumra	12,513 8 3		
Wurkumra	10,535 7 2		
Poelwaye	11,564 8 8		
		94,943 2 14	
Talook Petudnagr, 10 Talooks—			
Curba	14,736 1 14½		
Mylatoor	12,192 4 16		
Augarypoor	13,615 4 5		
Kulkumdela	9,641 3 4½		
Shumayr	10,982 9 11		
Poontanny	14,073 7 5		
Kootay	8,159 4 5		
Wurmayrgur	6,386 2 14		
Kaaput	5,480 1 4		
Wy Kittycote	16,701 7 10		
Talook Warutnagr, 4 Talooks—			
Curba	13,515 0 4½		
Mullipoor	6,608 7 6		
Moreypoer	11,117 3 2		
Wallu Carycote	10,130 0 0		
		41,371 0 12½	
Talook Shaudgur, 11 Talooks—			
Curba	12,954 0 8½		
Wunnarg Kullyparah	12,466 2 9		
Kalkynagr	12,445 6 6		
Kolekathynagr	10,549 9 2		
Korungeloor	7,117 9 14½		
Sulage	7,567 6 14		
Torunganayr	13,584 2 6		
Hadeal/ekdush	13,916 7 0		
Kurumpeta	6,700 0 0		
Turlatta	10,394 5 15		
Kowulparah	8,328 8 9½		
		1,16,025 9 4	
Talook Eoweynayr, 2 Talooks—			
Curba	11,430 3 4½		
Kullaye	4,470 4 3½		
		15,900 7 7½	
Talook Cherkul, 5 Talooks—			
Curba	21,173 0 6½		
Putton	19,499 3 2½		
Runditsera	13,137 8 1		
Gowage	12,176 0 10½		
Murrage	14,486 3 6		
		80,472 5 10½	
Talook Cote Augria, 3 Talooks—			
Cosba Kudroor	14,518 7 2½		
Putchy	12,654 0 5		
Cootyary	12,828 5 3		
		40,001 2 10½	

Jummabundy of the Countries, etc—contd

	C. Pagodas F C	C. Pagodas F C	C. Pagodas F C
Talook Kurupnaysr, 3 Talooks—			
Cusba Kootupoor	18 777 5 9½		
Yerguiah	13 192 3 15½		
Kawal	18 139 0 5½		
		50 108 9 14½	
Talook Canianoor, 1 Talook . . . . .	.. ..	30,000 0 0	
Talook Cochy, 14 Talooks—			
Toorahmerow	10,000 0 0		
Mukuntpoor	10,000 0 0		
Cotcherry	7,000 0 0		
Animgull	6 000 0 0		
Talpooly	7 000 0 0		
Moloorkurra	5,000 0 0		
Chalkurra	5 000 0 0		
Olloornumaary	10 000 0 0		
Chittoor Tutmungal	20,000 0 0		
Alunggaar	4,000 0 0		
Paroor	4,000 0 0		
Kootmutnaysr	4,000 0 0		
Shaadmungul	4 000 0 0		
		1,00,000 0 0	
<i>Profits on Black Pepper, Mint and Duties on Timber, etc</i>			
Farm of the Timber Duties	30 000 0 0		
Duties on tobacco	2 800 0 0		
Mint	30 000 0 0		
Black Pepper, Cocoanuts, etc	50,000 0 0		
		1,12 800 0 0	
Talook Paulgatcherry . . . . .	.. ..		8,48 765 5 4½
			88 000 0 0
Dindigul and Pulnaveerpuckshy, 2 Talooks			
Dindigul . . . . .	.. ..	80 000 0 0	
Pulnaveerpuckshy . . . . .	.. ..	10 000 0 0	
			90 000 0 0
Salem			24 000 0 0
Koork			8 000 0 0
Namkul			16 000 0 0
Sunkagury			40 000 0 0
Anungury			18 000 0 0
Parumatty			14,000 0 0
Vamloor			16 000 0 0
Shadmungul . . . . .	.. ..		20,000 0 0
Burrah Mohul, 9 Talooks—			
Burrah Mohul . . . . .	.. ..	61 000 0 0	
Caveripoor . . . . .	.. ..	8,000 0 0	

Jamabandi of the Countries, etc—concluded

	C	Pagodas	F	C	C	Pagodas	F	C	C	Pagodas	F	C
Burrah Mohul, 9 Talooks—contd												
Caveriputtun		10 000	0	0				
Verbudderdroog						8,000	0	0				
Rajcotta						8 000	0	0				
Kungoondy						6 000	0	0				
Darrampoory						8 000	0	0				
Pinnagur						10 000	0	0				
Tinrecolah						12 000	0	0				
										1,34 000	0	0
Canteral Pagodas										13 16,765	5	4½

The villages of the above-mentioned talooks shall be relinquished and retained on an investigation on the spot

Dated in Camp, near Seringapatam, this 16th day of March 1792.

No. CXIX.

SUBSIDIARY TREATY with the RAJAH OF MYSORE—1799

A TREATY of PERPETUAL FRIENDSHIP and ALLIANCE concluded on the one part by HIS EXCELLENCY LIEUTENANT GENERAL GEORGE HARRIS, COMMANDER-IN-CHIEF of the Forces of HIS BRITANNIC MAJESTY and of the ENGLISH EAST INDIA COMPANY BAHADOOR in the Carnatic and on the coast of Malabar, the HONOURABLE COLONEL ARTHUR WELLESLEY the HONOURABLE HENRY WELLESLEY, LIEUTENANT-COLONEL WILLIAM KIRKPATRICK, and LIEUTENANT-COLONEL BARRY CLOSE, on behalf and in the name of the RIGHT HONOURABLE RICHARD, EARL OF MORNINGTON, K P., GOVERNOR GENERAL, for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in them for this purpose by the said RICHARD, EARL OF MORNINGTON, GOVERNOR-GENERAL, and on the other part by MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, RAJAH of MYSORE

Whereas it is stipulated in the Treaty concluded on the 22nd of June, 1799, between the Honourable English East India Company Bahadoor and

the Nawab Nizam-ood dowlah Ausuph Jah Bahadoor, for strengthening the alliance and friendship subsisting between the said English East India Company Bahadoor, His Highness Nizam-ood dowlah Ausuph Jah Bahadoor, and the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, of the best Rajah C. and govern diary where

and strengthen the friendship subsisting between the said English East India Company and the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, this Treaty is concluded by Lieutenant-General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the said English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid, and by His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, which shall be binding upon the contracting parties as long as the sun and moon shall endure

ARTICLE 1

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both

ARTICLE 2

The Honourable East India Company Bahadoor agrees to maintain, and His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to receive, a military force for the defence and security of His Highness's dominions, His Highness engages to pay the said East India Company, 1 monthly instalments, commencing from the 1st of July Anno Domini 1799 And His Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company

ARTICLE 3

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either of them, taken, or preparations made for commencing power, His said Highness Maharajah Mysore agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military of war, such a sum as shall appear to the Fort William, on an attentive consideration

ness, to bear a just and reasonable proportion to the actual net revenues of His said Highness

ARTICLE 4.

And wherens it is indispensably necessary that effectual and lasting security should be provided for the funds destined to defray the time of peace, or the the present Treaty, it
 whenever
 reason
 General

in Council shall be at liberty, and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Mysore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadoor, as shall appear to him, the said Governor General in Council, necessary to render the said funds efficient and available, either in time of peace or war

ARTICLE 5

And it is hereby further agreed that whenever the said Governor-General in Council shall signify to the said Maharajah Bahadoor that it is become necessary to carry fourth Article, His said Highness Maharajah Bahadoor shall immediately issue orders to for carrying into effect the tenor of the fourth Article exclusive authority and co

within ten days from the time made to him, then the said y to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed, provided also, that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of one lakh of Star Pagodas, together with one fifth of the net revenues of the whole of the territories ceded to him by the fifth Article of the Treaty of Mysore; which sum of one lakh

of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East India Company engages, at all times and in every possible case, to secure and cause to be paid for His Highness's use

ARTICLE 6.

His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity now established between the English Company Bahadoor and their allies, and hence in the affairs of any State Bahadoor, or of any State with which it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver up to the Company's government all Europeans of whatever description who shall be found within the territories of His said Highness without regular passports from the Company's government, it being His Highness's determined resolution not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8

Whereas the complete protection of His Highness's said territories requires that various fortresses and strong places situated within the territories of His Highness should be garrisoned and commanded, as well in time of peace as of war, by British troops and officers, His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadoor engages that the said English Company Bahadoor shall at all times be at liberty to garrison, in whatever manner they may judge proper, all such fortresses and strong places within His said Highness's territories as it shall appear to them advisable to take charge of.

ARTICLE 9

And whereas, in consequence of the system of defence which it may be expedient to adopt for the security of the territorial possessions of His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadoor, it may be necessary that certain forts and strong places within His Highness's territories should be dismantled or destroyed, and that other forts and strong places should be strengthened and repaired, it is stipulated and agreed that the English East India Company Bahadoor shall be the sole judges of the necessity of any such alterations in the said fortresses and it is further agreed

that such expenses as may be incurred on this account shall be borne and defrayed in equal proportions by the contracting parties

ARTICLE 10

In case it shall become necessary for enforcing and maintaining the authority and government of His Highness in the territories now subjected to the East India Company Bahadur, that, upon formal application, they shall be employed in but it is expressly understood by the contracting parties that this stipulation shall not subject the troops of the English East India Company Bahadur, to be employed in the ordinary transactions of revenue.

ARTICLE 11.

It being expedient for the restoration and permanent establishment of tranquillity in the territories now subjected to the authority of His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadur, that suitable provision should be made for certain officers of rank in the service of the late Tippoo Sultan, His said Highness agrees to enter into the immediate discussion of this point and to fix the amount of the funds (as soon as the necessary information can be obtained) to be granted for this purpose, in a separate Article, to be hereafter added to this Treaty

ARTICLE 12.

Lest the garrison of Seringapatam should at any time be subject to inconvenience, from the high price of provisions and other necessities, His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadur agrees that such quantities of provisions and other necessities as may be required for the use and consumption of the troops composing the said garrison shall be allowed to enter the place from all and every part of his dominions free of any duty, tax, or impediment whatever

ARTICLE 13

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both Governments, and to conclude a Commercial Treaty for this purpose with as little delay as possible

ARTICLE 14.

His Highness Maharajah Mysore Krishna Rajah Oodiaver Bahadur hereby promises to pay at all times the utmost attention to such advice as the Company's government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the

encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people and the mutual welfare of both States

ARTICLE 15

Whereas it may hereafter appear that some of the districts declared by the Treaty of Mysore to belong respectively to the English Company Bahadour and to His Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties that in all such cases they will proceed to such an adjustment, by means of exchanges or otherwise, as shall be best suited to the occasion

ARTICLE 16

This Treaty, consisting of 16 Articles, being this day, the 8th of July, Anno Domini 1799 (corresponding to the 3rd of Suffer, Anno Hegira 1214, and to the 7th of the month Aesar, of the 1721st year of the Salwund era) settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Excellency Lieutenant General George Harris, Commander-in-Chief of the Forces of His Britannic Majesty, and of the Honourable English East India Company Bahadour in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, with the Maharajah Mysore Krishna Rajah Oodiaver Bahadour, the aforesaid gentlemen

and sealed and signed by Purnia, Dewan to the Maharajah Krishna Rajah Oodiaver And the aforesaid gentlemen have engaged to procure and to deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Right Honourable the Governor General, on the receipt of which by the said Maharajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Mysore Krishna Rajah Oodiaver Bahadour, and the copy of it now delivered to the said Maharajah shall be returned

Witnessed,
(Sd) EDWARD GOLDING,
Asstt. Secy

L S

Seal of the MAHARAJAH
and the

L S

RANEE's Signature

L S

Seal and signature
of PURNIA

No CXX.

SUPPLEMENTARY TREATY with the **RAJAH OF MYSORE**, 1803, with reference to the fifteenth **ARTICLE** of the **TREATY** of **MYSORE**, concluded in 1799

SUPPLEMENTARY TREATY for adjusting an **EXCHANGE** of certain **DISTRICTS** between the **ENGLISH EAST INDIA COMPANY** **BAHADOUR** and **HIS HIGHNESS MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR**, **RAJAH** of **MYSORE**

Whereas it is provided by the fifteenth Article of the Treaty of Mysore that if occasion should require certain interchange of territory should be made between the Honourable Company and His Highness, and whereas it has now become expedient, upon the principle of mutual convenience, that certain districts belonging to the said English East India Company Bahadoor should be exchanged for other districts of equal value belonging to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded on the one part by Josiah Webbe Esq, in the name and on behalf of the Most Noble Richard Marquis Wellesley, K P, Governor General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for this purpose by the said Richard Marquis Wellesley, Governor General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf

ARTICLE I

It is agreed and stipulated that the following interchange of districts shall take place between the contracting
ing to Maharajah Mysore Kishna R
Schedule A, hereunto annexed, shall
Company Bahadoor, who, in lieu thereof, shall cede to the said Maharajah
Bahadoor the districts contained in Schedule B hereunto annexed

This supplementary Treaty, consisting of one Article, with two Schedules annexed, having been settled and concluded on this 29th day of December Anno Domini 1803, corresponding to the 14th day of Ruzan Anno Hegira 1218, and to the 16th day of the month of Pooosherm, of the year 1725 of the Solerandan era, at Hurryghur by Josiah Webbe, Esq, with the Maharajah Oodiaver Bahadoor, Mr Webbe has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Mr Webbe another copy, in Persian and English, bearing His Highness' seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purna, Dewan to His Highness Maharajah Oodiaver Bahadoor, and Mr Webbe has

engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Most Noble the Governor-General, on the receipt of which by the said Maharajah the present supplementary Treaty of the said Maharajah and the said East India Company.
door, and the
returned.

Signed in the Gentoo language.

L S

Schedule A.

Districts to be ceded by His Highness the Rajah of Mysore to the Honourable Company.

Woodunpatore	..	5,840	1	4
Era Saver Seemy	...	1,300	0	0
Two-thirds of Punganoor		10,000	0	0
Wrsnad	..	10,000	0	0
Hulhul	..	2,400	0	0
Part of Goodicotta	...	4,907	12	8
C Pagodas		31,447	13	12

Schedule B.

Districts to be ceded by the Honourable Company to His Highness the Rajah of Mysore

Hoolalkura	...	11 425 4 8
Mycondah	...	12 226 9 4
Hurryghur		10 796 0 0
<i>C Pagodas</i>	..	<u>34 447 13 12</u>

No CXXI

1807

ARTICLES explanatory of the THIRD ARTICLE of the TREATY of
MYSORE, concluded in 1799.

ADDITIONAL ARTICLES for modifying and defining the PROVISIONS
of the THIRD ARTICLE of the TREATY of MYSORE, settled
and concluded between the ENGLISH EAST INDIA COMPANY
BAHADOOR and MAHARAJAH MYSORE KISHNA RAJAH OODIA-
VER BAHADOOR, RAJAH of MYSORE

in the
or pos

towards the discharge of the increased expenses thereby incurred a sum to be eventually determined by the Governor General in Council of Fort William, and whereas it has appeared expedient to the contracting parties that the provisions of the said Article should now be rendered specific, and that the said indefinite contributions in war should be commuted for the fixed maintenance of a certain body of horse in peace and war, wherefore these additional Articles, for modifying and defining the provisions of the third Article of the said Treaty are now concluded on the one part by Major Mark Wilks in the name and on behalf of the Honourable Sir George Hilaro Barlow, Baronet Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for the purpose by the said Sir George Hilaro Barlow, Baronet, Governor General and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf

ARTICLE 1

It is agreed and stipulated that His Highness Maharajah Mysore Kishna Rajah Oodiaver shall be relieved from the pecuniary contribution to which he was liable by the provisions of the third Article of the Treaty of Mysore, in consideration whereof, His Highness engages to maintain at all times, fit for service and subject to muster a body of (4 000) four thousand effective horse, of which number about (500) five hundred shall be Bargeers and the rest Silladar horse

ARTICLE 2

Such portion of the said body of (4 000) four thousand horse as in the opinion of the British Government shall not be necessary for the internal protection of the country of Mysore, shall be at all times ready to accompany and serve with the Honourable Company's army, and while employed beyond the

territory of Mysore the extra expenses of their maintenance, or batta, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expiration of one month from the date of their crossing the frontier, shall be regularly paid by the Honourable Company. The extra expense of any casual service beyond the frontier, not exceeding in duration the period of one month, shall be borne by the government of Mysore.

ARTICLE 3.

If it should at any time be found expedient to augment the cavalry of Mysore beyond the number of (4,000) four thousand, on intimation to that effect from the British Government, His Highness the Rajah shall use his utmost endeavours for that purpose; but the whole expense of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and horse, while within the territory of Mysore, and of an additional sum, or batta, at the rate of (4) four Star Pagodas a month after the expiration of one month from the period of their passing the frontier of Mysore, as described in the second Article, shall be defrayed by the Honourable Company.

ARTICLE 4

Whereas, in conformity to the wish of the Governor General, a body of (4,000) four thousand horse and upwards has been provisionally maintained by His Highness the Rajah, from the period of the conclusion of war in the Deccan until this time, it is hereby declared that His Highness has fully and faithfully performed the obligations of the third Article of the Treaty of Mysore until this day, and is hereby absolved from all retrospective claims on that account.

Whereas the said Rajah has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing His Highness's seal and signature, and signed by Luchuma,

Bahadoor, Major Wilks has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing His Highness's seal and signature, and signed by Luchuma,

signed by Purnia, Dewan to His Highness, and Major Wilks has engaged without delay a copy of the same,

under the seal and signature of the Honourable the Governor-General, on the receipt of which by the Maharajah the present additional Articles shall be deemed complete and binding on the Honourable East India Company and on the Maharajah Mysore Krishna Rajah Oodier Bahadoor and the copy now delivered to the said Maharajah shall be returned.

No CXXII

PROCLAMATION

Dated the 30th March 1868

HIS Excellency the Right Hon'ble the Viceroy and Governor-General in Council announces to the Chiefs and people of Mysore the death of His Highness the Maharajah KRISHNARAJ WODIAR Bahadoor, Knight Grand Commander of the Most Exalted Order of the Star of India. This event is regarded with sorrow by the Government of India with which the late Maharajah had preserved relations of friendship for more than half a century.

HIS Highness CHAMRAJENDRA WODIAR Bahadoor, at present a minor, the adopted son of the late Maharajah is acknowledged by the Government of India as his successor and as Maharajah of the Mysore territories.

During the minority of HIS Highness the said territories will be administered in HIS Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore.

When HIS Highness shall attain to the period of majority, that is the age of eighteen years, and if HIS Highness shall then be found qualified for the discharge of the duties of his exalted position, the Government of the country will be entrusted to him, subject to such conditions as may be determined at that time.

By order of HIS Excellency the Right Hon'ble the Viceroy and Governor-General in Council

(Sd) R TEMPLE,

Offg Secy to the Govt of India

No CXXIII.

PROCLAMATION on the installation of CHAMRAJENDRA WODIAR
BAHADUR as MAHARAJA of MYSORE, dated the 25th March
1881

Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced by proclamation to the Chiefs and people in Mysore that HIS Highness CHAMRAJENDRA WODIAR Bahadur, the adopted son of the late Maharaja KRISHNA RAJ WODIAR Bahadur had been acknowledged by the Government of India as successor to Maharaja KRISHNA RAJ WODIAR and as Maharaja of the Mysore territories, and declared that when HIS Highness should attain the age of 18 years, the government of the country would be entrusted to him subject to such conditions as might be determined at the time

Now, therefore, His Excellency the Viceroy and Governor General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Empress of India, that His Highness Chamrajendra Wodiar Bahadur is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State

And His Excellency the Viceroy and Governor General in Council declares further to the Chiefs and people of Mysore that the administration of the aforesaid territories by the British Government has on this day ceased and determined.

No CXXIV

INSTRUMENT of TRANSFER—1881.

Whereas the British Government has now been for a long period in possession of the territories of Mysore and has introduced into the said territories a system of administration. And whereas on the death of

that the said territories such restrictions and conditions as might be necessary for ensuring the maintenance of the system of administration so introduced, declared that if Maharaja Chamrajendra Wadiar Bahadur, the adopted son of the late Maharaja, should, on attaining the age of eighteen years, be found qualified for the position of ruler of the said territories, the Government thereof should be intrusted to him, subject to such conditions and restrictions as might be thereafter determined. And whereas the said Maharaja Chamrajendra Wadiar Bahadur has now attained the said age of eighteen years and appears to the British Government qualified for the position aforesaid, and is about to be intrusted with the Government of the said territories. And whereas it is expedient to grant to the said Maharaja Chamrajendra Wadiar Bahadur a written Instrument defining the conditions subject to which he will be so intrusted. It is hereby declared as follows —

1 The Maharaja Chamrajendra Wadiar Bahadur shall, on the twenty-fifth day of March 1881, be placed in possession of the territories of Mysore, and installed in the administration thereof

2 The Maharaja Chamrajendra Wadiar Bahadur and those who shall be appointed by him shall be entitled to hold possession of the said territories as he and they fulfil the

3 The succession to the administration of the said territories shall devolve upon the lineal descendants of the said Maharaja Chamrajendra Wadiar Bahadur, whether by blood or adoption, according to the rules and usages of his family, except in case of disqualification through manifest unsuitness to rule

Provided that no succession shall be valid until it has been recognized by the Governor-General in Council

In the event of a failure of lineal descendants, by blood and adoption, of the said Maharaja Chamrajendra Wadiar Bahadur, it shall be within the discretion of the Governor-General in Council to select as a successor any member of any collateral branch of the family whom he thinks fit.

4. The Maharaja Chamrajendra Wadiar Bahadur and his successors (hereinafter called the Maharaja of Mysore) shall at all times remain faithful in allegiance and subordination to Her Majesty the Queen of Great Britain and Ireland and Empress of India, Her Heirs and Successors, and perform all the duties which in virtue of such allegiance and subordination may be demanded of them

The British Government shall undertake to defend and protect the said Mysore and to relieve the Maharaja of Mysore when required, there shall, in consideration of such undertaking, be paid from the revenues of the said territories to the British Government an annual sum of Government Rupees thirty-five lakhs in two half-yearly instalments, commencing from the said twenty-fifth day of March 1881

6 From the date of the Maharaja's taking possession of the territories of Mysore, the British sovereignty in the island of Senugapatam shall cease and determine, and the said island shall become part of the said territories, and be held by the Maharaja upon the same conditions as those subject to which he holds the rest of the said territories.

7 The Maharaja of Mysore shall not, without the previous sanction of the Governor-General in Council, build any new fortresses or strongholds, or repair the defences of any existing fortresses or strongholds in the said territories

8 The Maharaja of Mysore shall not, without the permission of the Governor-General in Council, import, or permit to be imported, into the said territories, arms, ammunition or military stores, and shall prohibit the manufacture of arms, ammunition and military stores throughout the said territories, or at any specified place therein, whenever required by the Governor-General in Council to do so

9 The Maharaja of Mysore shall not object to the maintenance or establishment of British cantonments in the said territories whenever and wherever the Governor-General in Council may consider such cantonments necessary

to be necessary He shall give every facility for the provision of supplies and articles required for the troops in such cantonments, and on goods imported or purchased for that purpose no duties or taxes of any kind shall be levied without the assent of the British Government.

10 The military force employed in the Mysore State for the maintenance of internal order and the Maharaja's personal dignity, and for any other purposes approved by the Governor-General in Council, shall not exceed the amount which the Governor-General in Council may from time to time fix

with

11. The Maharaja of Mysore shall abstain from interference in the affairs of any other State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Governor-General in Council.

12. The Maharaja of Mysore shall not employ in his service any person not a native of India without the previous sanction of the Governor-General in Council, and shall, on being so required by the Governor-General in Council, dismiss from his service any person so employed.

13 The coins of the Government of India shall be a legal tender in the said territories in the cases in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India, and all laws and rules for the time being applicable to coins current in British India shall apply to coins current in the said territories. The separate coinage of the Mysore State, which has long been discontinued, shall not be revived.

14 The Maharaja of Mysore shall grant free of all charge such land as may be required for the construction and working of lines of telegraph in the said territories wherever the Governor-General in Council may require such land, and shall do his utmost to facilitate the construction and working of such lines. All lines of telegraph in the said territories, whether constructed and maintained at the expense of the British Government, or out of the revenues of the said territories, shall form part of the British telegraph system and shall, save in cases to be specially excepted, by the British Government and the Maharaja of Mysore, be under the control of the Post and Telegraph Department, and all laws and rules for the time being in force in British India in respect to telegraphs shall apply to such lines of telegraph when so worked.

15 If the British Government at any time desires to construct or work, by itself or otherwise, a railway in the said territories, the Maharaja of Mysore shall grant free of all charge such lands as may be required for that purpose, and shall transfer to the Governor-General in Council plenary jurisdiction within such land, and no duty or tax whatever shall be levied on through traffic carried by such railway which may not break bulk in the said territories.

16. The Maharaja of Mysore shall cause to be arrested and surrendered to the proper officers of the British Government any person within the said territories accused of having committed an offence in British India, for whose arrest and surrender the British Government may require assistance for the purpose, or some other official assistance for the purpose, and by such other means as may be necessary.

17 Plenary criminal jurisdiction over European British subjects in the said territories shall continue to be vested in the Governor General in Council, and the Maharaja of Mysore shall exercise only such jurisdiction in respect to European British subjects as may from time to time be delegated to him by the Governor-General in Council

18 The Maharaja of Mysore shall comply with the wishes of the Governor-General in Council in the matter of prohibiting or limiting the manufacture of salt and opium and the cultivation of poppy, in Mysore, also in the matter of giving effect to all such regulations as may be considered proper in respect to the export and import of salt, opium and poppy-heads

19 All laws in force and rules having the force of law in the said territories when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession thereof, as shown in the Schedule hereto annexed, shall be maintained and efficiently administered, and, except with the previous consent of the Governor-General in Council, the Maharaja of Mysore shall not repeal or modify such laws, or pass any laws or rules inconsistent therewith

20 No material change in the system of administration, as established when the Maharaja Chamrajendra Wadiar Bahadur is placed in possession of the territories, shall be made without the consent of the Governor-General in Council

21 All title deeds granted and all settlements of land-revenue made during the administration of the said territories by the British Government, and in force on the said twenty-fifth day of March 1881, shall be maintained in accordance with the respective terms thereof, except in so far as they may be rescinded or modified either by a competent Court of Law, or with the consent of the Governor General in Council

22 The Maharaja of Mysore shall at all times conform to such advice as the Governor-General in Council may offer him with a view to the management of his finances, the settlement and collection of his revenues, the imposition of taxes, the administration of justice, the extension of commerce, the encouragement of trade, agriculture and industry, and any other objects connected with the advancement of His Highness's interests, the happiness of his subjects, and his relations to the British Government

23 In the event of the breach or non observance by the Maharaja of Mysore of any of the foregoing conditions, the Governor General in Council may re-take possession of the said territories and assume the direct administration thereof, or make such other arrangements as he may think necessary to provide adequately for the good government of the people of Mysore, or for the security of British rights and interests within the province

24 This document shall supersede all other documents by which the position of the British Government with reference to the said territories has been formally recorded And if any question arise as to whether any of the above conditions has been faithfully performed, or as to whether any person is entitled to succeed, or is fit to succeed to the administration of the said territories, the decision thereon of the Governor General in Council shall be final

FORT WILLIAM.
The 1st March 1881 }

(Signed) RIPON.

No. CXXV.

MEMORANDUM of the ASSIGNMENT OF LANDS for the BANGALORE CANTONMENT—1881.

Under the 9th Article of the Instrument of Transfer of the Mysore State to His Highness the Maharaja of Mysore, the Maharaja hereby assigns (with effect from the date of his accession, *viz*, 25th March 1881), free of charge, to the exclusive management of the British Government, for the purposes stated in the aforesaid article, all lands situated within the limits specified and described in the schedule and map hereto annexed, and forming the Civil and Military Station of Bangalore. And the Maharaja of Mysore hereby renounces the exercise of all jurisdiction in the lands so assigned. Given under our hand and seal at Ootacamund this fifth day of April 1881.

(Sd) CHAMA RAJENDRA WADIER,
Maharaja of Mysore

2—COORG

THE inhabitants of Coorg are said to be a branch of the Nayar tribe Haidar Ali, when ruler of Mysore, long endeavoured in vain to subdue the country, but by taking advantage of a dispute between two brothers he at last effected his purpose, destroyed the family of the elder brother, and made the younger, Vira Raja, a prisoner. Vira Raja escaped in 1788. He was joined by his clansmen in great numbers and soon cleared his country of the invaders. Previous to the war with Tipu Sultan in 1790, Vira Raja applied to the British Government for assistance, which could not at the time be granted. But as soon as the war broke out he offered his services and sent a large supply of bullocks for the use of the British army. An Engagement (No. CXXVI) was made with him by which he agreed to co-operate with the British army against Tipu, the independence of his country was guaranteed, and it was stipulated that in any peace made with Tipu the interests of the Raja would be faithfully consulted.

Coorg was part of the territory which Tipu was required to resign by the treaty of 1792. This demand was unexpected, and Tipu complained of it as a violation of the preliminary agreement, which required that the territories to be ceded should lie adjacent to the possessions of the allies. It was only when preparations were made to recommence hostilities that Tipu Sultan yielded. It was arranged (No. CXXVII) that the annual tribute of Rupees 24,000, which Tipu had exacted from Coorg, should be transferred to the British Government in consideration of its friendship and protection. This arrangement was distasteful to the Raja, who denied that he had ever paid tribute to Mysore.

Vira Raja again rendered valuable service in the second war with Tipu Sultan, in consideration of which his annual tribute was remitted in 1799 (No. CXXVIII), and he was required only to send an elephant every year, as an acknowledgment of feudal subordination. Towards the end of his rule his character underwent a great change. He became suspicious and cruel, and was subject to temporary fits of insanity. He died in June 1809, at his request Devammaji was acknowledged as Rani of Coorg, but after a few months she was deposed by Linga Raja, the surviving brother of Vira Raja.

Linga Raja died in 1820, after a rule remarkable for nothing but savage cruelty, and was succeeded by Vira Rajendra Wadiar, the last of the Coorg

Rajas The crimes perpetrated by this man were so revolting that in 1833 he was directed to report all capital punishments to the Madras Government. Many of his nearest relatives were put to death by his own hand. His sister and her husband, whom he had threatened with death, fled from the country and took refuge with the Resident at Mysore. A British officer was sent to Coorg to bring about a better state of things by negotiation, but the mission failed. A native agent, who was sent to prepare the way for another mission, was detained as a prisoner. At the same time the Raja addressed letters of the most insulting kind to the British Government, and it was accordingly resolved to treat him as a public enemy.

A Proclamation (No CXIX) was issued in 1834, setting forth the objects of the war and declaring Vira Rajendra Wadiar to be no longer Raja of Coorg. After a short campaign the Raja surrendered. A considerable number of the inhabitants having expressed a desire to become subjects of the British Government, the country was annexed in 1834, and the people were assured (No CXX) that they would not again be subjected to native rule, that their civil rights and religious usages would be respected, and that every effort would be made by the British Government to augment their security, comfort, and happiness.

The Raja and his family were pensioned and removed to Benares. He afterwards went to England, where he died in 1859.

The area of Coorg is roughly computed at 1,583 square miles, the population, according to the census of 1891, at 173,055, and the gross revenues at about Rupees 8,50,000. The British Resident in Mysore is Chief Commissioner of Coorg and also Judicial Commissioner, and there is a Commissioner whose head quarters are at Mercara.

No CXXVI.

ARTICLES of AGREEMENT entered into between ROBERT TAYLOR, ESQUIRE, CHIEF, ETC., FACTORS, TELLICHERRY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and ALORY VIKARAJAH of COORG on the other—1790.

1st—A firm and perpetual friendship shall subsist between both parties as long as the sun and moon shall endure

2nd—Tippoo Sultan and his adherents shall be considered as the common enemy of both parties, and in the prosecution of the war in which the English are at present engaged, the Coorg Rajah shall, whenever it may be in his power, do his utmost to distress the enemy, and to admit the English troops at any time to pass through his dominions, should they have occasion to penetrate the enemy's country from this coast, he moreover engages to furnish them with such supplies of provisions as the country can afford at reasonable rates, and to join the English army with such a force as he can spare whenever any operations are carried on above the ghats or in the country of Tippoo Sultan.

3rd—The Rajah engages to give the Company the preference in purchasing, at a reasonable and moderate price, such articles of commerce as are produced in his country and the Company may want, and he engages not to permit any other European nation to interfere in this respect

4th.—This English East India Company engage to do everything in their power to render him, the Coorg Rajah, independent of Tippoo, in the same manner as the other powers who have entered into an alliance with the Company, and they shall whenever a peace takes place, insist upon it as an express stipulation, that the Coorg Rajah shall be considered as the friend and ally of the Honourable Company, and in no manner subject to the authority and control of Tippoo, of whom he shall be declared totally independent

5th—Should the Rajah's family or that of any of his subjects have occasion in the present troubles to take refuge in Tellicherry, the Company engages to receive them at the foot of the ghats and conduct them in safety to Tellicherry under a guard of sepoy, where they will find an asylum, and be protected during the troubles, a house shall be provided for them during their residence at Tellicherry, and the families shall be returned in safety whenever required. In testimony of the perpetual friendship that shall subsist between both parties, which neither party will ever disturb, we jointly

call God, the sun, the moon, and the world to witness this our agreement and mutual pledge of faith

Concluded at Tellicherry this 26th day of October in the year of the Christian era 1790, by Robert Taylor, Chief, etc., Factors, in the names of the English East India Company, the Governor-General of Bengal and the Governor of Bombay on the one part, and Alory Virarajah on the other, each of the parties present, that is to say, the Chief and Factors of Tellicherry and Alory Virarajah of Coorg, having hereunto put their name and seals at Tellicherry, the day and year above written, and mutually exchanged copies of this Agreement

No CXXVII.

ENGAGEMENT with the RAJAH of COORG in 1793

Alory Virarajah of Coorg being desirous that the situation in which he stands with regard to the Honourable English East India Company may be clearly understood by all their servants, I hereby declare and certify —

1st — That the said Rajah at the commencement of the late war with
 session of the greatest part of the
 erwards recovered without the aid
 Honourable Company, which was
 accepted, and an agreement was accordingly entered into between him on his
 own part, and Robert Taylor, Esquire, Chief of Tellicherry, on the part of
 the Company, as will appear by the records of that settlement.

2nd — That the Rajah entered most heartily into the war, and supplied
 the Bombay army under my command with a quantity of grain and cattle,
 without which the troops would have been greatly distressed, and for which
 the Rajah has hitherto declined taking any pecuniary compensation

3rd — That from the commencement of the war till its conclusion the
 Rajah continued most firmly attached to the interests of the Company, not-
 withstanding the repeated attempts of Tippoo to seduce him

4th — That in March last, in settling the Articles of the Treaty of Peace
 at Seringapatam, Lord Cornwallis, in consideration of the noble and disinter-
 ested conduct of the Rajah, determined to render him entirely independent
 of Tippoo, and to extend to him and his country the protection of the Com-
 pany, the numberless objections that were made to this were overruled, and
 the tribute amounting to eight thousand (8,000) Hoons, said to have been
 annually paid to Tippoo from the Coorg country, was transferred to the Com-
 pany

5th. — That the Rajah readily agrees to pay to the Company eight
 thousand (8 000) Hoons annually for their friendship and protection, though
 he declares that Tippoo Sultan never received that sum from his country.

6th —That no interference was ever intended on the part of the Company in the interior management of the Rajah's country, trusting that a Prince possessing the most liberal sentiments will make the happiness of his people his constant study.

Given under my hand and seal at Cannanore this day the thirty-first of March in the year of our Lord one thousand seven hundred and ninety-three.

(Sd) ROBERT ABERCROMBY.

L S

N. B.—The Hoons are reckoned at three rupees each, the sum therefore that the Rajah will have to pay annually at Tellicherry amounts to rupee twenty-four thousand.

CANNANORE }
The 3rd April 1793. }

(Sd) ROBERT ABERCROMBY.

No. CXXVIII.

1799.

Virar
his d
Honourable Company, and only to require hereafter some annual acknowledgment of the Company's claim to his allegiance. In pursuance of powers vested in me by John Spencer, Esquire, President of the Commission in Malabar, under the immediate authority of the Bombay Government, for carrying into effect the intentions above adverted to of
Mornington, I hereby declare and certify
tuted accordingly is in future to consist
phant Alory Virarajendra Wodyar, Rajah of
sent annually to the Honourable English East India Company in proof of fealty and entire devotion on his part to the Government of the said Company

Given under my hand and the seal of the Honourable Company at Virarajendra Pet this sixteenth day of October in the year of our Lord one thousand seven hundred and ninety-nine.

Company's
Seal.

(Sd) D. MAHONY,
Late Resident with the
Rajah of Coorg.

To the most high and august English Circar.

THE SADANA KRAMA OR DEED OF ACKNOWLEDGMENT OF ALORV
VIRARAJENDRA WODYAR of the KODUGA SAMSTANAM.

For the services rendered by me to the English Circar the Right Honourable the Earl of Mornington Bahadoor, Governor-General, etc, etc, etc, on the 26th day of the month Chytra of the year Siddartee (30th April 1799) in his friendship wrote to me that on that day he had relinquished to me the Rupees 24,000 that by agreement I annually paid to the Circar, and that the Honourable Jonathan Duncan, Governor of Bombay, would through the medium of Captain Mahony, the English Resident with me, fix upon some token to be annually given in future in acknowledgment and as a memorial of my subjection and fidelity to the Circar, which he required me annually to perform

In conformity to this letter Captain Mahony and me being in Virarajendra Pete, the relinquishment of the Nikadee which by mutual consent has been annually paid from my country to the Circar was this day made agreeable to the Company's orders and with infinite satisfaction to me, and in return I am to train and present annually to the Circar an elephant, in token to all the world of my fidelity and filial attachment, even as the son of her own womb, to the Circar that protects me, and for which a sadana krama is executed by both parties and interchanged this day, being Wednesday the 18th of the month of Asknaje of the year Siddartee of the Cally Yuggun 4,901 or 18th October 1799

Seal and signature of the KODUGA RAJAH

No CXXIX

PROCLAMATION OF WAR with COORG in 1834

The conduct of the Rajah of Coorg has for a long time past been of such a nature as to render him unworthy of the friendship and protection of the British Government

Unmindful of his duty as a ruler, and regardless of his obligations as a dependent ally of the East India Company, his oppression and cruelty towards the British subjects has evinced the most wanton disregard of the most hostile disposition towards, the form invariably received every degree of kindness and protection

It will be needless to enumerate the several instances of his misconduct, but it is sufficient to state that, in consequence of an asylum having been afforded in the British territories to his own sister Devamajee and her husband Chenna Basavappa, who to preserve their lives had fled from his oppression, the Rajah has presumed to address letters replete with the most insulting expressions, to the Governor of Fort St. George and the Governor-General of India, that he has assumed an attitude of hostility and defiance towards the British Government, that he has received and encouraged the proclaimed enemies of that Government, and that he has unjustifiably placed under restraint an old and faithful servant of the Company, named Kulputty Karnikara Manoon, who had been formally deputed by the British representative for the purpose of opening a friendly negotiation, thus committing a gross outrage, not only upon the authority by whom the above named individual was deputed, but upon the established rules of all civilised nations, by whom the persons of accredited agents are invariably held sacred.

The ancient alliance and the firm friendship which had so happily subsisted between the predecessors of the present Rajah and the Honourable Company have caused his errors to be treated uniformly with indulgence. The most earnest remonstrances have been in vain tried to bring him to a sense of his obligations, and it is not until further forbearance would be culpable that His Excellency the Right Honourable the Governor General, at the suggestion and with the concurrence of the Right Honourable the Governor in Council of Fort St. George, has resolved on employing the only means left of vindicating the dignity of the sovereign State and of securing to the inhabitants of Coorg the blessings of a just and equitable Government.

It is hereby notified that a British army is about to invade the Kingdom of Wodiyar, and that the persons and property of all those who conduct the operations of the British troops shall be respected, and that such a system of government shall be established as may seem best calculated to secure the happiness of the people.

It is also hereby made known to all British subjects who may have entered the service of Virarajendra Wodiyar, that they are required to place themselves under the protection of the British authorities by whom they will be kindly received, and their rights and privileges respected, and that such of them as may in any way render assistance to the enemy will be considered as traitors and punished accordingly.

This proclamation will be carefully made known in Chittledroog, Raidroog, Mysore, Bellary, Malabar, Canara in order that the relatives of such persons as have taken service in Coorg from those places or adjoining districts may adopt the earliest means of communicating its purport to the parties in whose safety they are interested.

Issued at Bangalore this 15th day of March 1834

(Sd) J. S. FRASER, *Lieut. Col.,*
and Political Agent

No. CXXX.

FINAL PROCLAMATION of the ANNEXATION of COORG in 1834.

Whereas it is the unanimous wish of the inhabitants of Coorg to be taken under the protection of the British Government, His Excellency the Right Honourable the Governor-General has been pleased to resolve that the territory heretofore governed by Virarajendra Wodiyar shall be transferred to the Honourable Company.

The inhabitants are hereby notified that they shall be subjected to native rule; that their customs and usages shall be respected; and that the greatest desire of the British Government is to augment their security, comfort and happiness.

(Sd) J. S. FRASER, *Lieut.-Col.,*
and *Political Agent.*

Camp at Uercara, 7th May 1834

PART IV.

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO THE

CENTRAL PROVINCES.

I—NAGPUR

THE early history of the ruling family of Nagpur is somewhat obscure, but its importance in Indian history may be said to date from Raghuji, who as a leader of predatory expeditions, had, at the time of his death in 1755, established the Mahratta supremacy over the country between the Nerbudda (Narbada) and the Godavari, from the Ajanta hills eastward to the sea. Raghuji left four sons, Janoji, Sabaji, Madhoji and Bimbaji, and was succeeded by Janoji, the eldest, who died in 1772, after having, with the concurrence of the Peshwa, adopted his nephew Raghuji, son of Madhoji, as his heir. The government, however, was, on Janoji's death, seized by Sabaji, who held it through much opposition till 1775, when he was slain in battle by his brother, and was succeeded by Raghuji, a minor, under the regency of Madhoji.

Advances had been made by the Bengal Government during the rule of Janoji with a view to obtain possession of Cuttack (Katal), but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Madhoji. In 1779 Madhoji sent a force to invade Bengal in pursuance of a confederacy between the Mahrattas, the Nizam, and Haider Ali, for the overthrow of the British power. Madhoji was at heart friendly to the British Government, and, being disgusted at the refusal of the Peshwa to admit his claims to Garha Mandla, he undertook this expedition with much reluctance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearce, to co-operate with the Madras army against Haider Ali, found therefore little difficulty in concluding a Treaty (No. CXXXI) on the 6th April 1781, by which the army of Madhoji was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Haider Ali.

On the death of Madhoji in 1788 he was succeeded by Raghujī, who was then twenty-eight years of age. When the triple alliance was formed between the British Government, the Nizam and the Peshwa, for the overthrow of Tipu Sultan, negotiations were opened with a view to include Raghujī in the confederacy, but Seringapatam fell before they were brought to a close. Raghujī was too jealous of the increased ascendancy acquired by the British Government on the fall of Tipu to be induced to enter into an alliance to check the growing power of Sindbia. He even exerted his influence, although without success, to put a stop to the contest between Sindbia and Holkar with a view to a union against the English, and after the treaty of Bassein he joined Sindbia in the war which followed to defeat the objects of that treaty. The power of Sindbia and Raghujī in the Deccan was broken in the battles of Assaye and Argaum. The ruin of Raghujī was completed by the fall of Gawilgarh, and, on the 17th December 1803, he signed the Treaty of Deogaon (No. CXXXII). By this treaty the Raja was deprived of the province of Cuttack and of the country to the west of the Wardha and south of the Narnala and Gawilgarh hills. This treaty was confirmed by the treaty of 1804 with the Peshwa. Its effect was to reduce the revenues of the Berar State from about one crore to sixty lakhs of rupees.

In 1806 the territory of Sambalpur and Patna was restored (No. CXXXIII) to the Raja gratuitously, in consideration of the great loss to which he had been subjected by the transfer of the tribute and allegiance of the Chiefs of those districts to the British Government. But the Raja steadily rejected repeated advances towards closer relations, and resisted all efforts made to induce him to subsidise a British force.

Raghujī died in 1816 and was succeeded by his only son Parsoji. This Chief being incapacitated for government, a regency was formed under Madhoji Bhonsla, better known as Apa Sahib, Parsoji's cousin. Apa Sahib, however, was by no means secure in power, and to strengthen himself he negotiated a Treaty (No. CXXXIV) with the British Government in May 1816. In this he agreed to subsidise a British force, costing Rupees 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary equipment of guns and warlike stores.

In 1817 Parsoji died suddenly, having been murdered, as was afterwards discovered, by Apa Sahib. Soon after his accession, Apa Sahib made common cause with the Peshwa, who was then inciting all the Mahrattas to unite

against the English. He fell upon the Residency with an overwhelming force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No. CXXXV), ceding lands in lieu of the subsidy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Apa Sahib, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gond. After an unsuccessful attempt to regain his hold of Nagpur he fled to Hindustan in February 1819. He died at Jodhpur in Rajputana in 1840.

On the deposition of Apa Sahib, a son of Raghuji's daughter was placed in power on the 26th June 1818. He assumed the name of Raghuji in honour of his grandfather. During the minority of the new Raja the Nagpur territory was under the management of the Resident, acting in the name of the Raja. In 1826, when the Raja attained his majority and was entrusted with the administration, a Treaty (No. CXXXVI) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he undertook to maintain, and which were thenceforth to be under control of the British Government. The Raja also bound himself to maintain good government under the supervision of the Resident. The provisions of this treaty, however, were acknowledged to press heavily on the Raja's resources, and to be inconsistent with the declared wish and intention of the British Government to restore the Bhonsla family to the rank and position of one of the substantive powers of India. In 1829 therefore the treaty was modified (No. CXXXVII), the assigned districts were restored to Nagpur, a subsidy of eight lakhs a year was taken instead, the auxiliary force was disbanded, and the Raja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country. The Raja was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. At the request of the Raja in 1830 article 6 of the treaty of 1826, relating to an exchange of lands, was cancelled.

Raghuji retained the administration till his death, on the 11th December 1853. He died without a son, natural or adopted, and without leaving any heir. The Nagpur State was then annexed to British India. It had been forfeited in 1818 through the treachery and hostility of Apa Sahib, and had been declared to belong by right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the treaty of 1826.

In 1855 the surviving widows of the last Raja adopted as their son and heir Janoji Bhonsla, a collateral relation of the Raja in the female line. In consideration of the loyalty of the family during the rebellion of 1857, the title of Raja Bahadur of Deor, and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janoji and his heirs, whether by blood or by adoption.

Raja Janoji died on the 5th December 1881, leaving three widows, two minor sons (Raghuj Rao and Lachhman Rao) and three daughters to whom stipends aggregating Rs 90,000 per annum were granted. The stipend, enjoyed by Raja Janoji at the time of his death was Rs 1,20,000 per annum. On his death the estate of the family, pending the majority of the heir, was taken, and still (1892) continues, under the Court of Wards.

In November 1861 Nagpur and its dependencies and the Saugor and Nerbudda territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalpur, Patna, and their dependencies, which had till then been under the control of the Government of Bengal. Nimar was added subsequently, as narrated in the following paragraph. These territories are now known as the Chief Commissionership of the Central Provinces.

The history of Nimar may be summarised as follows.—In May 1864 the British portion of Nimar was transferred from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times. Those lying on the banks of the Nerbudda became British territory in 1818, and in 1823 the greater part of Sindhia's possessions in Nimar came under British management. In 1860 certain territorial exchanges were effected with Sindhia, by which the sovereignty of the British Government in Sindhia's Nimar was confirmed, and Burhanpur and Zainabad were also ceded by him (*See Gwalior, Vol IV*). Some parts of Nimar also belonged to Holkar, while outlying portions of the British districts were surrounded by his territory. As this gave rise to inconvenience, it was resolved to exchange the detached districts held by the British Government in the western portion of Nimar for Holkar's possessions in the Deccan. The exchange was finally completed in 1867. The parganas of Barwai, Dhargoon, and Mandlesar, north of the Nerbudda, and of Karsawad, including the lapsed jagir of Chhota Karsawad, south of that river, of an aggregate annual value of Rs 45,500, were accordingly made over to Holkar. The transfer of Barwai was accompanied by the condition that Holkar should abolish his

transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (*See* Indore, Vol 'IV) In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged Forms of these Sanads are given as Nos CXXXVIII and CXXXIX

II.—CHIEFSHIPS AND ZAMINDARIS of the CENTRAL PROVINCES up to the date of their classification as Feudatories and ordinary British Subjects.

In 1863 a report was submitted to the Government of India by the

* Wainganga Zamindars	34	Chief Commissioner, Sir Richard Temple, on
Chhattisgarh "	34	the tenures and status of the Chiefships and
Chanda "	21	Zamindaris* in the Central Provinces. It
Chhindwara Jagirdars	12	dealt with 115 estates of very varying extent
Saugor and	} Chiefs . . . 3	and revenue The Wainganga zamindaris
Nerbudda		had been granted or confirmed by the Mahrattas
Sambalpur	} " . . . 11	to Gond or Rajput families, as rewards for
and Patna		service or to ensure their assistance in maintaining order in what was then a
TOTAL	115	very unsettled country. The zamindars were bound to furnish a certain

number of armed men to assist the Government in police duties, and paid a rent always liable to enhancement No written engagements under the treaty of 1529 were formed with them by the British Government

The Chhattisgarh zamindaris were held in ancient times by the Chhattisgarh Rajas of the Hathibansi dynasty of Ratanpur on a tenure of military service, which the Mahrattas changed to a tribute varying in amount with the power of the government to exact it

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute

The Chhindwara jagirdars had always been in a kind of feudal subjection, first to the Gond Rajas and subsequently to the Mahrattas, but the natural strength of their country preserved them from entire subjection to the latter, whose policy, therefore, it was to support one of the most powerful of them in order that he might keep the others in check

In 1819 the status of these dependent Chieftains was enquired into by the Mahratta Government through the British officers, who were then manag-

ing the country in the name of the Raja. The powers of the Chiefs were restricted by new engagements† binding them not to inflict capital punishment, to refer their disputes to the arbitration of the Mahratta Government, and generally to be loyal and obedient. They renounced in these engagements the right which some of them had usurped of levying transit duties, some of them were also required to furnish a specified number of men when called upon by the Mahratta Government to do so, but as it was an object to treat them liberally their tributes were not as a rule enhanced.

By article 2 of the treaty of 1818 Engagements (No CXL) were concluded with the Gond and other tributary Chiefs and zamindars by British officers in the name of the Raja. The engagements concluded with the zamindars of Chhattisgarh, Chanda, and Deogarh or Chhindwara were guaranteed by article 2 of the treaty of 1829.

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed, but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers.

The Saugor and Nerbudda Chiefs, though their treatment by the Mah

† The following is a specimen of these Engagements—

Agreement made by Dr gpal Zamindar of Khairagarh and his family, with Colonel Agnew in the year 1230 Fask with his free will and consent —

1st—I will rigidly obey all orders of the Sarkar

2nd—If I become aware of any improper proceedings or conspiracies (fan sitar) I will duly report them

3rd—I will pay my revenue by instalments agreeably to promise according to the orders the Hamdar may bring me

4th—The sajar belongs to the Sarkar I will not collect it I will only collect 'kut' according to ancient usage No Beparis shall be interfered with but have free passage through my district

5th—All travellers Beparis &c shall have free passage. If a robbery occurs I shall be responsible for it, and produce the robber and the property or the value thereof

6th—Any enemy of the Sarkar or thief or conspirator I will deliver up

7th—Without the orders of the Sarkar

Lohara
Kongreshwar
Khar
Deori
Larpori

Madanpur
Khuji
Buarwar
Narra,

plains of it, I will obey whatever orders the Sarkar gives me in the matter

8th—I will endeavour to find out all heirs to unclaimed property and give it to them, I will not take it

9th—I will engage in war with no zamindar or other person without the Sarkar's order, should any cause for it arise I will report the circumstance and do as I am ordered

10th—I will be kind and just to the people and bring my zamindari under cultivation. I will conform to all these conditions. Dated 13th of the month of Jamadi ul Awal, the 1st in the year 1230 Fask corresponding with 17th February 1821

rattas had been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter

The Sambalpur and Patna, or Garhjat, Chiefs were at first independent but were subsequently held in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftainships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was known as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh; hence it has been conjectured that the Harhaibansi dynasty, whose capital was Chhatisgarh, ruled also over the Sambalpur and Patna Garhjats.

In 1755 these territories fell under the dominion of the Mahrattas, but were ceded to the British Government by the Treaty of 1803 with Raghuj Bhons'a (No CXXVII). With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Mahrattas in 1806. But in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No CXXXVI). Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their cession to annul the dependency of the other zamindars on these two Chiefs, and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements were taken.

The Government from the first declined to issue any definite rules for the guidance of the Chiefs. The general line of policy to be adopted was alone indicated. The ascertained and generally admitted rights of the Raja and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be maintained. In regard to tribute it was determined to adopt generally a lower scale than that which had been levied under the Mahratta Government. Except with Raigarh, with which a final Settlement (No CXLII) was made in 1819, the settlements were all made for a limited period. They were renewed in 1827, but though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period. One of these engagements is given (No CXLII). Separate engagements of which one is given (No CXLIII), were at the same time taken from each Chief, binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Of the original Athara (18) Garh, eleven only remain attached to the

Sambalpur Group

Sakti
Sara garh.
Ra garh cum Bar
garh
Bamra
Ra rakhol
Sonpur

Patna Group

Patna
Iluljhar
Bamra Sambar
Kharar
Biranawagarh

Central Provinces Of the Sambalpur group Sambalpur proper escheated to Government in 1849, and Chandarpur is no longer managed by a Chief On the abolition of the South Western Frontier Agency in 1837 Bod and Athmalik were transferred to the control of the Superintendent of the Tribu-

tary Mahals of Orissa and still remain under his charge In 1833 the zamindar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh who was thenceforth considered Chief of Raigarh cum Bargarh On the formation of the Central Provinces Administration the States of Gangpur and Bonai, of the Patna group, remained as before attached to the Chutia Nagpur division of Bengal

In 1862 disturbances occurred in the Sambalpur district, caused by the intrigues of Surendra Sah, a relative of the last Maharaja of Sambalpur This man had successfully stirred up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Sambalpur Soon afterwards with the idea of possessing himself of the chief power in Sambalpur, he organised marauding bands, which committed great atrocities in the Sambalpur district For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884

III—THE FEUDATORY STATES

Enquiries made between the years 1863 and 1866 into the status of the Chiefs and Zamindars of the Central Provinces resulted in their classification into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects

** Nagpur Group*

Khairagarh
Nandgaon
Kondla or Chhu khadan
Kawarda
Bastar
Karo d or Kalaband
Kauher

Saugor and Nerbudda Group

Makra

Garhjat Group

Sakti
Serangarh.
Ra garh cum Bargarh
Bamra
Ra rakhol
Sonpur
Patna

Fifteen* Chiefs were declared to hold the position of feudatories, and sanads of adoption were issued to such of them as had not already received them A general form of the Sanad is given (No CXLIV).

* Bastar, Karond and Makra received Sanads of adoption in 1862 and all the other Chiefs except Ra rakhol received them in 1863. A Sanad of adoption was granted to the Chief of Ra rakhol in 1866

Acknowledgments of fealty (No CXLV) were taken from all the feudatories of the Nagpur group except Karond, and from Makrai and Sakti. To Karond, Sarangarh, Raigarh, Bamra, Rairakhol and Sonpur (which, with Patna, were attached to the Sambalpur district), Sanads (No CXLVI) were granted containing conditions similar to those contained in the acknowledgment of fealty (No CXLV). A sanad was prepared for delivery to Patna, but was not actually delivered, owing apparently to troubles in the State which resulted in its being taken under Government management.

Advantage was taken of the enquiry into and definition of the status of the Feudatory Chiefs to declare the intention to revise from time to time the tributes (tikolis) payable by them. Such revision is expressly provided for in the Acknowledgments of fealty and in the Sanads by which the status of the Chiefs is regulated (Nos CXLV and CXLVI). Accordingly, the tributes of all the Feudatory States except Kanker (which was for special reasons exempted from the payment of tribute) and Makrai (which has never paid any tribute) were revised for a period of 20 years commencing from 1867.

Since 1867 there has been a remarkable increase in the revenue of the Feudatory States, from the opening out and general progress of the country, and a still further augmentation of their resources may be expected from the extension of the railway. When, therefore, the period embraced in the settlement of that year was about to expire, the Chief Commissioner proposed a general enhancement of the tributes to the point of making them substantial contributions to the Suzerain State. The increased rates received the sanction of the Government of India in February 1888. For special reasons Kanker had been exempted in 1867 from the payment of tribute, and it was decided in 1888 that the exemption should continue until the next succession. The revision of the tribute of Bastar was, in view of the remoteness and other peculiar conditions of the State, also deferred for the lifetime of the then Chief. It has recently been fixed by the Government of India at Rupees 17,000 a year, being 10 per cent. on the estimated gross revenue.

The following are the tributes fixed in 1888 as payable by the several Chiefs —

Chhattisgarh Commissionership

	Rs.		Rs.
Kharagarh	70 000	Sakti	1,300
Nandgaon	70 000	Sarangarh	3,500
Chikhandan	15 000	Pa'arh	4,000
Kanker	Nil	Bamra	1,500
Halabandi	12 000	Rairakhol	800
Bastar	20,000*	Sonpur	2,000
Kawardha	22 000	Patna	8,500

* The Bastar tribute was fixed in 1887, after the last succession, at Rs. 17,000.

Nerbudda Commissionership

Makrai

Nil

Subject to the political control of the Chief Commissioner and his subordinate officers, the Feudatory Chiefs exercise full civil and revenue powers in their States, in criminal cases sentences of capital punishment (and in the case of Feudatories from whom an acknowledgment of fealty in form No CXLV has been taken, sentences of imprisonment exceeding seven years) cannot be carried into effect until confirmed by a British Officer. Under the executive orders of the Central Provinces Administration, all sentences of death are submitted, through the Commissioner of the Division, to the Chief Commissioner for confirmation. The Feudatory Chiefs and their subjects are not amenable to British laws for acts done or property possessed in their States.

Until the year 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached. In that year, however, disturbances having broken out in Kalahandi—one of the States in the Chhattisgarh Division—it was placed under the management of a Political Agent. Several other States in this Division had at the same time to be taken under direct management and it was found that it was impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties. When order had been restored in Kalahandi, it was proposed that the Political Agent in that State should be appointed Political Assistant to the Commissioner of the Chhattisgarh Division. This was sanctioned, and all the Feudatory States in the Chhattisgarh Division are now (1892) under the charge of the Political Agent for the Chhattisgarh Feudatories, who has his head quarters at Raipur and works under the general control of the Commissioner of the Division. The Political Agent exercises the powers of a Political Agent, under chapters IV and V of the Foreign Jurisdiction and Extradition Act, XXI of 1879, for the Feudatory States of which he holds charge.

Makrai is under the charge of the Deputy Commissioner of Hoshangabad District, subject to the control of the Commissioner of the Nerbudda Division.

The rules regulating the payment of Nazarana in cases of succession to the Chiefships are generally applicable to the Feudatory States of the Central Provinces.

The total area of the Feudatory States is 29,454 square miles, and the population, according to the census of 1891, is 2,157,456

None of the Chiefs have any military force in the real sense of the term

(1) KHAIRAGARH

The family of the Khairagarh Chief is a branch of the old Gond dynasty of Mandla. In 1755 the Mahrattas levied a tribute of 1,500 Nagpur rupees, and this amount was at various times raised till, on the lapse of the Nagpur State to the British Government in 1854, it stood at nearly 39,000 Company's rupees. In 1867 the tribute was again revised and fixed at Rs 47,000 per annum for a period of twenty years. It now stands at Rs 70,000.

In 1870, owing to his tyranny and oppression, the ruling Chief, Lal Fateh Singh, was deprived of civil and criminal jurisdiction. In 1873 his indebtedness and continued maladministration compelled the Government of India to deprive him of the fiscal management also and to assume the entire administration of the State. Lal Fateh Singh died in 1874, and the State remained under direct management till 1883 when it was restored to his eldest son, Lal Umrao Singh, *alias* Kanhaya Lal. Kanhaya Lal died towards the close of 1890, and was succeeded by his son Kamal Narayan Singh, who was born in 1869. His succession was recognised by the Government of India in February 1891.

In 1865 the Chief of this State received an adoption Sanad (No CXLIV), and he subsequently executed an Acknowledgment of fealty (No CXLV). Three Deeds (Nos CALVII to CXLIX) making over railway lands, with the jurisdiction therein, were executed by the Chief, Lal Umrao Singh. The first, executed on the 21st August 1883, referred to land required for the Nagpur and Chhattisgarh State Railway, and the two latter, which were executed on the 9th March 1890 and 27th September 1890, respectively, referred to the Bengal Nagpur Railway.

The area of the State is 931 square miles, and according to the census of 1891 its population is 181,184. The gross revenue in the year 1890-91 was estimated to be Rs 1,63,021.

(2) NANDGAON

The country comprised in the Nandgaon Chiefship was conferred in 1723 by Raghuji Bhonsla on a religious devotee named Ram Das. Celibacy being

one of the observances of the sect to which Ram Das belonged, the succession is maintained by adoption. Though belonging to the sect of Bairagi professing celibacy, such profession was among the headmen merely nominal. The late Chief, Ghasi Das, was himself married at a somewhat advanced time of life, but adopted the Hindu custom of marrying his son at an early age. On a representation made by him in 1879 the Government of India assured him that marriage would not be allowed to invalidate the succession.

Ghasi Das died in November 1883 and was succeeded by his son Balram Das, who was born in 1866. The administration of the State, until Balram Das attained the age of 21, was entrusted to his mother aided by a Diwan. In 1887 the Chief received the title of Raja as a personal distinction. In 1888, owing to the lax supervision of the Diwan, Gobind Rao, and the general remissness of the State police in properly dealing with crime, the arrangements sanctioned in 1884 were suspended and an officer of the standing of an Extra Assistant Commissioner was appointed as Diwan to conduct the administration of the State in the name of the young Chief, Raja Balram Das, till he should prove himself capable of managing its affairs.

In 1905 the Chief of this State received an adoption Sanad (CXLIV) and he subsequently executed an Acknowledgment of fealty (No CXLV).

Certain lands required for the Bengal Nagpur Railway were made over, with the jurisdiction therein, by the Chief under a Deed, executed on the 12th January 1891 (No CL). This deed supersedes the one executed by the Chief, Mahant Ghasi Das, on the 2nd July 1883, whereby certain lands were provided for the Nagpur and Chhattisgarh State Railway.

The investiture of Raja Balram Das with full powers of administration was sanctioned by the Government of India in August 1891.

The area of Naudgaon is 871 square miles, and its population is 183,866 (1891). The gross revenue of the State in the year 1890-91 amounted to Rs 2,23,318. The tribute is Rs 70,000.

(3) KONDKA, OR CHHUIKHADAN.

This Chiefship is also held by a religious family, it was conferred on Rup Das in 1750 by Madhoji Bhonsla. Marriage is permitted in the sect to which this family belongs.

The present Chief is Mahant Shyam Kishor Das, who was born in 1838.

and succeeded in December 1887, after having been for some years previously the virtual ruler of the State. About the time of his father's death it was brought to light that Mahant Sham Kishor Das had committed a gross act of injustice by threatening certain malguzars with eviction from their villages unless they paid up very heavy fines, inflicted because they had brought to the notice of the authorities certain exactions on the part of the Chief. The men paid the fines in order to escape eviction. Enquiry showed that this policy of intimidation was not uncommon in Chhuikhadan, and the Chief was accordingly called on to make amends to the men he had injured, to abolish the nazirana system, guaranteeing his gaontias against unwarrantable eviction, and to appoint an approved Diwan to assist him in carrying out the necessary reforms in the administration of the State, the affairs of which were found to have been grossly mismanaged. A Tahsildar of approved service was appointed Diwan, and was directed to carefully examine the whole administration of the State, under the supervision of the Political Agent. In 1865 the Chief received an adoption Sanad (No. CXLIV) and subsequently executed an Acknowledgment of fealty (No. CXLV).

The area of Chhuikhadan is 154 square miles, and its population (1891) is 36,284. The gross revenue in 1889-90 was estimated to be Rs. 56,497. This State pays a tribute of Rs. 15,000.

(4) KAWARDHA

Kawardha is held by a branch of the Pandariya family, and was conferred for military services by Raghujit Bhonsla. The elder branch of the Kawardha family holds the zamindari of Pandariya, to which the son by a senior wife succeeds to the exclusion of his elder brother by a junior wife. By this custom Ram Singh, a younger son, but by a senior wife, became zamindar of Pandariya. On the extinction in 1863 of the younger or Kawardha branch of the family, Ram Singh's elder brother, Bahadur Singh, was recognised as Chief of Kawardha, but died shortly afterwards, when he was succeeded by Ram Singh's elder son by a junior wife, Rajpal Singh, who was born in 1849.

In consequence of his maladministration the Government of India, in 1884, sanctioned his removal from power for a period of five years, the arrangement being subject to reconsideration at the expiration of that time. In November 1889 the Government of India sanctioned the continuance of the same arrangements for a further period of five years, the State being

administered by an officer of the grade of an Extra Assistant Commissioner appointed as Superintendent, assisted by a Tahsildar

Thakur Rajpal Singh died on the 31st December 1891, and was succeeded by his nephew, Kritpal Singh, who is now about six years of age

The tribute originally fixed at Rs 2,000 was subsequently more than quadrupled by the Bhonsla family it now stands at Rs 32,000

In 1865 the Chief of this State received an adoption Sanad (No CALIV), and he subsequently executed an Acknowledgment of fealty (No CXLV)

The area of Kawardha is about 798 square miles, and its population (1891) is 91,813. Its revenue in 1890-91 was Rs 92,936

(5) BASTAR

This family is said to have been driven from Warangal in the Deccan by the encroachments of the Muhammadan power early in the fourteenth century In 1777 the Raja of Bastar was driven out of his territories by his brother, and took refuge with the neighbouring Chief of Jaipur, in the northern Circars, to whom, in return for assistance in recovering his territories, he ceded on certain conditions the pargana of Kotipad In 1782 hostilities broke out between the two States in consequence of the nonfulfilment by Jaipur of the conditions of the cession. The Bastar Chief died before he could recover the whole pargana, and as Bastar at this time failed in its payment of tribute to Nagpur, that government took possession of the pargana and subsequently granted it to Jaipur, subject to the obligation of furnishing military aid against Bastar when required

The constant raids and reprisals between the two States of Bastar and Jaipur kept the country for many years in a state of anarchy In an Agreement (No CLI) taken by the Nagpur Government from the Chief of Bastar on the occasion of a revision of the settlement of the Chhattisgarh district, the latter bound himself to pay an annual tribute of 5,000 Nagpur rupees, subject to a remission of Rupees 1,000 so long as the Kotipad pargana should remain separated from his territories Claims to the restoration of Kotipad were more than once put forward by Bastar, but in 1863 it was finally decided that the British Government, which had succeeded to the rights of the Nagpur State, should receive Rupees 3,000 per annum from the Jaipur Chief, in return for which he was to retain Kotipad and be exempt from the condition of military service attached to the original grant Of this sum Rupees 2,000 were formally paid to the Raja of Bastar in money,

and the remainder in the form of a continued remission of tribute, which then stood at Rupees 3,056* per annum

A new arrangement was sanctioned in March 1889, by which the entire sum of Rupees 3,000 payable by Jaipur was to be credited in the accounts of the Madras Presidency,—Rupees 1,000 on account of the Kotipad pargana, and the balance as part payment of the Bastar tribute which was reduced, for the lifetime of the late Raja Bhairam Deo, to Rupees 2,056, the remaining Rupees 56 being recovered directly from the Bastar Chief.

The Chief of Bastar received a Sanad of adoption in 1862 (No. CXLIV), and subsequently executed an Acknowledgment of fealty (No. CXLV).

The late Chief, Raja Bhairam Deo, was born in 1839, and succeeded in 1853. There is nothing noteworthy in the political history of Bastar till March 1876, when a disturbance broke out at Jagdalpur, owing to certain acts of oppression and injustice committed on the people by the then Diwan, Gopinath Guru, and Adit Prasad, who were eventually removed to Sironcha in the Central Provinces. In 1881 Lal Kalandar Singh, a cousin of the Raja, became Diwan, but soon after, owing to a difference of opinion between himself and the Rani, he withdrew himself from work.

On a visit to Bastar in 1883 the Commissioner found that utter confusion and chaos prevailed, and the Chief Commissioner decided that Kalandar Singh should resume his duties as Diwan and be assisted by a selected officer of Government. Tahsildar Sher Muhammad was accordingly appointed Naib-Diwan of Bastar. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lal Kalandar Singh, and in 1886 an Extra Assistant Commissioner, selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Raja Bhairam Deo died in July 1891, and the Government recognised the succession of his infant son, Rudra Pratap Deo. The State is now (1892) managed by a Superintendent, under the control of the Political Agent, during the minority of the Chief.

The area of Bastar is about 13,062 square miles; and its population (1891) is 310,894. The gross revenue in the year 1890-91 was estimated to be Rupees 1,68,268.

The tribute of the State was fixed after the last succession at Rupees 17,000

* i.e. 4,000 Nagpur rupees, the amount of the tribute fixed in 1819 after deducting the remission.

(6) —KAROND, OR KALAHANDI.

Under the Mahrattas this State paid a tribute of Rupees 5,830 in Nagpur coin, but the amount was reduced to Rupees 4,500 under the last Raja of Nagpur. Subject to Karond is the petty Chiefship of Thuamul held by a branch of the Karond family. The Thuamul family again is divided into an elder and a younger branch the head of the former succeeding to the Chiefship with the title of Pât Raja, the head of the latter to the administration of the country with the title of Tât Raja. This custom led to constant feuds between the Tât and Pât Rajas. disputes also occurred between Karond and Jaipur, occasioned by claims of the latter to supremacy over the pargana of Kashipur, a part of Thuamul.

The Nagpur Government therefore determined to separate Thuamul from Karond and to leave its administration in the hands of the Tât Raja. These orders were confirmed by Government in 1862, and the claims of Jaipur to Kashipur were at the same time disallowed. In 1866, however, it was found that the disputes between the Pât and Tât Rajas still continued. Thuamul was therefore divided between them, the Tât Raja retaining Kashipur and paying a proportionate share of the tribute. The territory under the Pât Raja was restored to the jurisdiction of the Chief of Karond, and the remaining territory was given as a separate zamindari to the Tât Raja. In 1869 the Tât Raja also was placed under the feudal control of the Karond Chief.

The late Chief of Karond, Udit Patilab Deo, died in 1881, having previously adopted as his heir Raghu Keshar Deo, a boy of tender years. He had at a considerably earlier period adopted one Rambhadiya Su,¹ but had cancelled the adoption in consequence of the youth's misconduct. The claim of Raghu Keshar Deo as heir was recognised by the Government of India and he succeeded accordingly. There thence arose a dispute as to the succession, and the opportunity was taken by the Khands to prefer numerous complaints as to the oppression and mismanagement from which they had long suffered. Eventually the Khands rose in open rebellion and committed many excesses attended with bloodshed.

The disturbances were suppressed with the aid of British troops, and a British officer was in 1882 appointed as Political Agent, with head quarters at Bhawanî Patna to manage the State. In 1887 this officer was, as has already been mentioned, appointed Political Agent for the Chhattisgarh Feudatories, and this State is now administered by a Superintendent under that officer's control. The present Chief, Raja Raghu Keshar Deo, was born in 1872 and has been educated at the Rajkumar College, Jabalpur.

A Sanad of adoption (No CXLIV) was granted to the Chief of Karond in 1862, and a Sanad (No CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The tribute paid by Karond is Rupees 12,000, its area is about 3,745 square miles, and its population in 1891 was 326,295. The gross revenue in the year 1890-91 amounted to Rupees 1,22,484.

(7) KANKER

This State was held by the Mahrattas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so. In 1809 the then Chief was deprived of Kanker, but was in 1818 restored to it under the authority of the British Resident at Nagpur on payment of an annual tribute of Rupees 500. This was remitted in 1823, in consequence of the Government having resumed the sayar duties formerly levied by him. The Kanker Chief therefore pays no tribute.

Maharaj-Adhiraj Narhar Deo, the present Chief, was born in 1850 and succeeded in 1853. In 1849 the Raj's mind became unhinged by domestic troubles, and as he showed no signs of recovery, it became necessary to appoint a Diwan to administer the State. This was accordingly done in 1890, and this arrangement continued in force up to July 1892, when it was decided to take the State under the management of Government until the general health and mental condition of the Chief should improve sufficiently to enable him to resume the administration. The State has been placed in charge of a Superintendent acting under the orders and control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No CXLIV) and subsequently executed an Acknowledgment of fealty (No CXLV).

The area of Kanker is 1,429 square miles, and its population in 1891 was 82,379. The gross revenue in 1890-91 amounted to Rupees 65,785.

(8) MAKRAI

This petty Chieftship struggled with varied fortune against the Pe-hwa, Sindhia and the Pindaris, and was eventually taken under British protection.

In 1858 the Chief was placed under the control of the Commissioner, Jabalpur Division, with the Deputy Commissioner, Hoshangabad as Political Agent, he was instructed to correspond with the latter and attend to his wishes and advice. Up to 1863 the Chief received Rs 2,243 14-5 annually as compensation for the loss of transit duties, the levy of which was entirely abolished.

from the 1st May 1847 This payment was commuted in 1863 for the lump sum of Rs 23,000 and no payment is now made in lieu of transit duties

The Chief received an adoption Sanad in 1862 (No CXLIV), and subsequently executed an Acknowledgment of fealty (No CXLV) He pays no tribute to Government.

The present Chief, Raja Lachu Sah *alias* Bharat Sah, is an adopted son, he succeeded in 1866 and was born in 1846 Towards the end of 1890 the management of the State was taken out of his hands for a period of three years, on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hoshangabad

The area of Makrai is about 155 square miles, its revenue is about Rs 38,700, and its population in 1891 was 18,547

(9) SAKTI.

This State was formerly held as a tributary to the Maharajas of Sambalpur The Chief, Raja Ranjit Singh, was born in 1836 He was deprived of all power in 1875 for gross oppression and attempts to support false representations by means of forged documents, and the management of the State was assumed by the British Government. In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh elder son of the ex-Raja, as Chief of Sakti, and the appointment of Tahsildar Ganpat Rao as Diwan of the State The new Chief is to be guided in all matters by the advice of his Diwan and rule the State through them

The Chief received an adoption Sanad in 1862 (No CXLIV) and subsequently executed an Acknowledgment of fealty (No CXLV)

By a document dated the 31st October 1890 (No CLII), the Chief, acting through the Deputy Commissioner, Bilaspur, as the then Political Agent of the Sakti State, made over to the British Government certain lands, with the jurisdiction therein, required for the Bengal-Nagpur Railway Company

The area of Sakti is 138 square miles, and its population in 1891 was 25,374 The gross revenue in 1890-91 amounted to Rs 24,462 The tribute paid is Rs 1,300

(10) SARANGARH

In 1878 gross mismanagement was found to exist in this State The rayats were oppressed, the revenues were misappropriated, fraud and injustice

prevailed in the Courts, and the young Chief, Raja Bhawani Pratap Singh, was being allowed to grow up without education. The temporary management of the State during his minority was accordingly assumed by the British Government.

In 1885 Raja Bhawani Pratap Singh requested that the full powers of a Feudatory might be conferred on him. The local officers reported that the Chief was badly educated, inexperienced, and incapable of managing the affairs of his State. The Raja's request was therefore not granted, and the arrangement then in force, *viz*, the administration of the State by an officer of the rank of an Extra Assistant Commissioner, was continued.

Raja Bhawani Pratap Singh died in September 1889, and was succeeded by Lal Raghubar Singh. This Chief died in August 1890 and was succeeded by his minor son, Lal Jawahir Singh, born in 1886, who has been recognised by Government as the Chief. The State is administered during the minority by a Native officer as Superintendent under the control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The area of Sarangarh is estimated at about 540 square miles, and its population in 1891 was 43,210. The gross revenue in 1890-91 was estimated to be Rs. 46,968, and the tribute paid is Rs. 3,500.

(11) RAIGARH.

The zamindari of Bargarh was in 1833 conferred on the Chief of Raigarh, Deonath Singh, its former holder having been convicted of rebellion. Deonath Singh rendered good service in 1857, died in 1862, and was succeeded by his son, Giansham Singh.

Owing to the Chief's maladministration the State was in 1885 taken under Government management. Giansham Singh died in 1890, and his son, Lal Bhup Deo Singh, who was born in 1867, was recognised by Government as his successor, though no formal installation has as yet (1902) taken place. The State continues to be administered by Government through a Native officer as Superintendent under the control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CLXVI) defining his status as a Feudatory Chief was granted to him subsequently.

By a document, dated the 19th September 1890, the Chief transferred to the British Government certain lands, with the jurisdiction therein, required for the Bengal Nagpur Railway Company (Note to No CLII)

The area of Raigarh is estimated at about 1,486 square miles, and its population in 1891 was 168,025. The gross revenue in 1890-91 amounted to Rs 83,178. The tribute paid is Rs 4,000.

(12) BAMRA

Tribhuvan Singh, Chief of Bamra, died in May 1869, and was succeeded by his nephew Raja Sudhal Deo, the present Chief, who was born in 1848. He was appointed to be a Companion of the Order of the Indian Empire in 1889.

The Chief received an adoption Sanad in 1865 (No CXLIV), and a Sanad (No CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

By a document executed on the 15th February 1891 the Chief made over to the British Government certain lands, with the jurisdiction therein, required for the Bengal Nagpur Railway Company (Note to No CLII).

The area of Bamra is estimated at about 1,988 square miles, and its population in 1891 was 104,367. In 1890-91 the gross income was estimated at Rs 49,567. The tribute paid is Rs 1,500.

(13) RAIKAKHOL

The Chief of this State was not at first included in the list of feudatories on the ground of his maladministration. This was subsequently ascertained to have been due to the acts of one of the Chief's brothers who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised as a feudatory, and in 1866 received a Sanad of adoption (No CXLIV) accordingly. A Sanad (No. CXLVI) defining his status as a Feudatory Chief was afterwards granted to him.

The present Chief of Raikakhol, Raja Bishan Chandra Janamuni, who was born in 1819, succeeded in 1825. Owing to his blindness and advanced age, and the death of his only son, the finances and the affairs of the State generally fell into great disorder. A portion of the State had become depopulated in consequence of the oppression of the Raja's officials, and the State treasury

was bankrupt. It was therefore decided in 1889 that the Raja should appoint a competent officer, with the approval of the Chief Commissioner, as his Diwan to assist him in the administration of his State. These arrangements were sanctioned by the Government of India, and an officer of the position of a Tahsildar has been appointed by the Raja as his Diwan, and administers the State under the supervision of the Political Agent.

The area of Rairakhol is estimated at about 833 square miles, and its population in 1891 was 20,331. Its gross revenue in 1890-91 was estimated at Rs. 14,329. The tribute paid is Rs. 800.

(14) SONPUR

This family is an offshoot from the former ruling house of Sambalpur. The State is populous and the best cultivated of the Sambalpur States. The late Chief, Niladhar Singh Deo, who was born in 1839 and succeeded in 1840, received the personal title of Bahadur for services to the British Government. Constant and well founded complaints being made by the land holding classes, of harsh and arbitrary eviction from their hereditary lands and villages, and there being no proper tribunals or adequate arrangements for the transaction of State affairs, the Raja was advised to appoint a competent officer of Government as his Diwan. An officer of the rank of a Tahsildar was accordingly appointed as Diwan, to assist the Raja in the administration of his State under the supervision of the Political Agent. Raja Niladhar Singh died on the 11th September 1891, and was succeeded by his eldest son, Pratap Rudra Singh Deo, who is now (1892) 38 years of age.

The Chief received an adoption Sanad in 1865 (No. CXLIV), and a Sanad (No. CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The area of Sonpur is estimated at about 906 square miles, and its population in 1891 was 195,245. The gross revenue in 1890-91 amounted to Rs. 76,340. The tribute paid is Rs. 9,000.

(15) PATNA

Hira Vajra Deo, Maharaja of Patna, died in August 1866, and was succeeded by Sur Pratap Deo. In 1869 the tyranny of the Chief and of his brother, Lal Bishnath Singh, caused a rising among the Khonds of

Patna They were speedily reduced, but not until Lal Bishnath Singh and his followers had committed many atrocities in cold blood For the crimes Lal Bishnath Singh was removed from Patna and an enquiry into the causes of the outbreak led to the deposition of the Chief and the assumption of the management of the State by the British Government This occurred in 1871

Maharaja Sur Pratap Deo, who was a Chauhan Rajput and the twenty sixth representative of the family, died in 1878, leaving no male issue He was succeeded by his nephew, Ramchandra Singh, born in 1872, the son of Lal Bishnath Singh The State still (1892) remains under the management of the British Government, the administration is carried on by a Native officer as Superintendent, under the control of the Political Agent The Chief has been educated at the Rajkumar College at Jabalpur

The Chief received an adoption Sanad in 1865 (No CALIV) No sanad in Form CXLVI has yet been delivered to the Chief (*vide supra*)

The area of Patna is estimated at 2,399 square miles, and its population in 1891 was 332,197 The gross revenue in 1890-91 was estimated to be Rs 91,232 The State now pays a tribute of Rs 8,500

IV—THE NON-FEUDATORY ZAMINDARIS.

The Wainganga zamindaris (43 in number) form portions of the Bhandara and Balaghat districts The zamindars are now (1892) nothing more than large landowners, holding their estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years They have long been relieved of all police duties, and no longer exercise any function of Government whatever None of the Zamindaris are Scheduled districts (Act XIV of 1874)

The Chandra zamindars (20 in number) retain more of their ancient character than the zamindars of Bhandara and Balaghat, and hold their estates under special Patent (No CLIII) They are all Scheduled districts

The Chhattisgarh zamindaris (47 in number) form portions of the Raipur, Bilaspur and Sambalpur†† districts §§ The majority of them are Scheduled districts

†† Note—Of the Sambalpur zamindars two only—viz Phulbar and Borasambar—were mentioned in C. R. Temple's Report of 1863

§§ The question of issuing revised Sanads on the model of the Patent held by the Chandra zamindars to the Raipur and Bilaspur zamindars as well as to those of Sambalpur is now (1892) under consideration

The Jagirdars of Chhindwara and Hoshangabad (12 in number) hold their estates under Sanads (No CLIV) issued to them in 1880. All these estates are Scheduled districts.

The total area of these Zamindaris is 20,932 square miles and the population (1881) 1,339,549.

No. CXXXI.

TREATY with the RAJAH of BERAR in 1781.

Whereas a friendship is firmly established betwixt Maharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit —

1st —The Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Pearse to assist the English in the war against Hider Naig, that the Officer commanding them shall act under the order of the said Colonel, or the Officer who shall command the Bengal troops in the Carnatic, and that they shall receive from the Officer who shall command the Bengal troops in the Carnatic an allowance for their support at the rate which hath been settled in a separate paper by the Governor-General and Council and Rajah Ram Pundit, month by month, in the same proportion as the English troops shall receive their pay

2nd —That the army of Rajah Syna Bahadur will immediately leave Gurrah Mundelah, let the Governor-General and Council have a regard to the friendship with the English, give orders that an English Officer with a body of the troops, now stationed in Hindostan, may march from that quarter to assist the Rajah in the above mentioned expedition, and having reduced Gurrah Mundelah, establish immediately the Rajah's garrisons there

3rd —That in order that the friendship betwixt the family of Maharajah Madajee Boosla and the English may daily be strengthened and augmented, let the Governor General and Council for the present send a trusty person to Nagpore, and hereafter the Dewan Deogur Pundit will come from that place and have an interview with the Governor-General when, with their mutual advice and approbation, the desires and demands of both parties will be adjusted and settled

4th —That if it should happen from particular circumstances that an interview betwixt Deogur Pundit and the Governor General cannot take place, in that case the desires and demands of both parties may be settled at Nagpore by the intervention of a trusty person, and the bonds of friendship shall be so firmly established betwixt the family of Bhosilah and the English that no infraction or injury can ever by any means happen to them

Account of the monthly expense of the Troops to be sent along with Colonel Pearse

Two thousand sowars or horse, at Rupees 50,000 per month for each 1,000, making altogether 1 lakh of Rupees per month

Dated 8th Rubbee-ul-Sani, in the 22nd year of the Reign

The said allowance shall commence from the time of the troops leaving Cuttack, and when they shall have finished the service, and having received

their dismissal from the Command of the English troops, they shall not go to their own country, their pay munsils or day's journeys which shall be paid till their arrival at the city of Cuttack.

No. CXXXII.

TREATY of PEACE between the **HONORABLE ENGLISH EAST INDIA COMPANY** and their **ALLIES** on the one part, and **SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA** on the other, settled by **MAJOR-GENERAL WELLESLEY** on the part of the **HONORABLE COMPANY** and their **ALLIES**, and by **JESWUNT RAO RAMCHUNDER** on the part of **SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA**; who have each communicated to the other their full powers—1803.

ARTICLE 1

There shall be perpetual peace and friendship between the **Honorable Company** and their **Allies** on the one part, and the **Senah Sahab Soubah Raghojee Bhoosla** on the other

ARTICLE 2.

The **Honorable Company** and their **Allies** shall have the right of free passage and trade through the **territories of the Senah Sahab Soubah Raghojee Bhoosla**, including the **city of Cuttack**, including

ARTICLE 3

He likewise cedes to the **Honorable Company** and their **Allies**, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the **Soubah of the Deccan**, and those of which he may have possession which are to the westward of the **River Wurdah**

ARTICLE 4

It is agreed that the frontier of **Senah Sahab Soubah** towards the territories of **His Highness the Soubah of the Deccan** shall be formed to the west by the **River Wurdah** from its issue from the **Injardy Hills** to its junction with the **Godavery**.

The hills on which are the **Forts of Nernallah and Gouelghur** are to be in the possession of **Senah Sahab Soubah**, and everything south of those hills and to the west of the **River Wurdah**, is to belong to the **British Government** and their **Allies**.

ARTICLE 5.

Districts amounting to the south of the Forts to Senah Saheb Soubah General Wellesley and delivered over to Senah Saheb Soubah at the same time with the forts. s to, and ren over Major-

ARTICLE 6

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate, according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively, and Senah Saheb Soubah

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah who may fly from or rebel against his authority

ARTICLE 9

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other

ARTICLE 10

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be confirmed

* *Vide* Treaties with Cuttack Tributary Nchals Vol I. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists

Lists of the persons with whom such Treaties have been made will be given to Senah Sahab Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council

ARTICLE 11

Senah Sahab Soubah hereby renounces for himself, his heirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those Chiefs if the war with them should still continue

ARTICLE 12

This Treaty of Peace is to be ratified by Senah Sahab Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor General in Council, and that the ratification shall be delivered in two months from this date

Done in Camp at Deogaum, this 17th December 1803, answering to the 2nd Ramzan 1213 Fizalet.

Ratified by the Governor General and Council on the 9th January 1804

No CXXXIII

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOJEE BHOOSIAH SAJNA SAHEB SOORAH BAHADOOR, dated 24th August 1806, corresponding with the 9th of Jemmaudee-Oossannee, 1221 Hijree

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raghojee Bhooslah, the Honorable Sir George Hilary Barlow, Baronet, Governor-General, agrees to restore to Maharajah Raghojee Bhooslah all the territory of Sumbulpore and Patna which was ceded by the Maharajah to the Honorable English Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule. The British Government hereby renounces all future

claim whatsoever to the undermentioned Pergunnahs, and the Maharajah shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

SCHEDULE

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore	Burgurh	Benua.
Sonepore.	Suktee	Bonce
Saurungurh	Serakole	Kantikpore

NAMES OF PERGUNNAHS OF PATNA

Patna.	Nawagurh	Tonageer
Khaus Patna.	Ghureeland.	Borasambre

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack or enter into any collusion with

of making war, the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominion, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government, make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Rongurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor General in Council, shall be transmitted from Fort William in the space of two months and eleven days from the date

Ratified by the Governor General in Council on the 21st October 1806

No. CXXXIV.

TREATY of PERPETUAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of Government, on behalf of the said MAHARAJAH, by RICHARD JENKINS, Esq., Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE FRANCIS, EARL of MOIRA, K.G., one of HIS BRITANNIC MAJESTY'S Most HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL IN COUNCIL, appointed by the HONORABLE the COURT of DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies—1816

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and the State of Nagpore, the powers aforesaid, advertent to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into the defensive alliance on the terms specified in the underwritten Articles

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the

Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended

ARTICLE 3

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, Their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa Rao Pundit Purdhan, as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies

ARTICLE 4

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoys which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government and with liberty to move in any direction necessary through his Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined. It is further agreed that the force previously consulted in the latter case shall be deemed advisable by the British Government. The two battalions of sepoys which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion

ARTICLE 5

The following are the instalments —

	<i>Rs</i>
1st December	3,75,000
1st June	3,75,000
	<hr/>
Rupees	7,50,000
	<hr/>

ARTICLE 6

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhoolah, and whatever arrangement may be thus determined upon, by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and His Highness shall be bound to accede to, such demand, and shall have no right to demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE 8

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness's territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a

manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah his heirs and successors the over-awing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree

ARTICLE 9

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Parsojee Bhoslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consents not to commit any act of hostility of aggression against the Peshwa or any of the Honorable Company, or any other Power or State whatever, and in the event of differences arising whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence

ARTICLE 10

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to, and entering into mutual consultation with, the Company's Government, and the British Government on its part hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah is absolute

ARTICLE 11

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories against all external and internal enemies, and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding the British subsidiary force. In the same manner, in the event of any part of the forces of

the Maharajah being required to act in conjunction with a British force beyond the limits of His Highness's territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of resources of his Government may on any occasions, he will be ready to employ the whole of his forces

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness's Court on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which, by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, etc., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service, and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally either by the Resident or by the Officer Commanding the subsidiary force.

ARTICLE 13

Inasmuch as it is so closely connected with the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions, provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness's territories shall not be exposed to serious danger, and that the force stationed near His Highness's person shall never be less than one battalion of sepoys

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness's family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the seal of the said Maharajah and with authority General in

date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same under the seal of the Honourable Company, and the signature of the Right Honorable the Governor General in Council, on the delivery of which the Treaty executed by Mr Jenkins shall be returned. But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time

*Signed, sealed, and the 1st day of May
in the year of our Lord
to the Twenty-eight of
Two Hundred and Thirty-one.*

Ratified by His Excellency the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 15th day of June 1816

(Sd.) J. ADAM.
Secretary to Government.

No. CXXXV.

PROVISIONAL AGREEMENT concluded between the HONORABLE COMPANY and MAHARAJAH MOODHAJEE BHONSLA, by MR. JENKINS on the part of the HONORABLE COMPANY, and NAGO PUNDIT and NARRAIN PUNDIT on the part of His Highness—1816.

ARTICLE 1.

The Rajah retains his Musnud until the pleasure of the Governor-General is known on the following conditions.

ARTICLE 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegurh and his territories in Berar and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

ARTICLE 3

The affairs of the Government, Civil and Military, shall be settled and conducted by Ministers in the confidence of the British Government according to the advice of the Resident, and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops

ARTICLE 4.

The subsidy shall be paid up and shall continue to be paid until a final settlement.

ARTICLE 5.

Any forts in His Highness' territory which the British Government may wish to occupy shall immediately be given up to the British troops

ARTICLE 6

The principal persons concerned in resisting His Highness' orders on the 16th of December and since shall receive no favour, but be punished, and, if possible, be seized and delivered up to the British Government

ARTICLE 7

The two huls of Seetabuldee with the bazaars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such Military works erected as may be deemed necessary

Done at Nagpore this 6th day of January 1818 A D , corresponding to the 28th of Suffer 1233 A H.

(A true copy)

(Sd) R JENKINS,

Resident

No CXXXVI.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RAGHOJEE BHOOSLAH, his heirs and successors, settled by RICHARD JENKINS, ESQUIRE, Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE WILLIAM PITT LORD AMHERST, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES—1826.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen

Article 1. the Honorable East India Company with the 27th May 1816, corresponding of the Hijri 1231, and whereas during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moodhaje Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said Treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal, and whereas the British Government, still recollecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud, and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appah Saheb entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from the Musnud, and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded between the States —

ARTICLE 1

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816 which are not contrary to the tenor of the present engagement, are hereby confirmed

ARTICLE 2

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Maharatta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soobah

ARTICLE 3

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negotiation with any other State whatever, without giving previous notice to and entering into mutual consultation with the Company's Government. In order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maintain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court

ARTICLE 4

By the 4th Article of the Treaty of Nagpore, it was agreed that, with the reserve of two battalions of sepoy's which were to remain near the Rajah's

person, the residue of the subsidiary force which the British Government thereby agreed to furnish should be posted in such a situation near the south bank of the Nerbudda as might be chosen by the British Government. By the present Article it is agreed that the British Government shall be at liberty in future to station its troops in any part of the Rajah's territories, as it may deem necessary for their protection and the maintenance of tranquillity, and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed.

ARTICLE 5

The late Rajah Moodhajeo Bhooslah, commonly called Appa Sahib, agreed to cede to the Honorable Company certain territories for the payment of the expenses of the permanent military force maintained by the British Government in His Highness' territories, and in lieu of the subsidy of 7,50,000 Rupees formerly paid by the said Rajah and of the contingent he was bound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Maharaja Raghojee Bhooslah hereby expressly renounces all claims and pretensions of whatever description on the territories aforesaid, and all connection with the Chiefs and Zemindars or other inhabitants of them. The British Government on its part hereby guarantees the rest of the dominions of the Nagpore State to Maharaja Raghojee Bhooslah, his heirs and successors.

ARTICLE 6

As it may be found that some of the territories ceded to the British Government in the foregoing Article would, from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchanges of talooks and lands shall be made hereafter on terms of a fair valuation of their respective revenues as may be necessary for the convenience of both parties, and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 5th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their officers.

ARTICLE 7

The British Government undertook during the Rajah's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name and on his behalf, His Highness' nonage, according to Hindu law and usage, being now expired, the powers of Government and the administration of his dominions under the several conditions and exceptions hereinafter specified are declared to be vested in the Rajah.

His Highness's interests, the happiness of his people, and the mutual welfare of his States, and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government, and responsible to His Highness in the exercise of their duties in every branch of administration.

His Highness may from time to time enact such regulations and ordinances through its representative at Nagpur, and integrity in every branch of the Government, and in all matters and settlements which have been or may be concluded with the putels and ryots or others in his dominions through the intervention of British Agents shall be faithfully maintained and acted upon. The civil establishments of the Government, the appointment of persons to fill them, and the expenditure on account of those establishments, as well as of His Highness's Court and household, shall be regulated and continued according to the advice of the British Government, and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch, as well as to have access to the treasury, in order to be assured of the actual state of the finances.

ARTICLE 11.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or either of them, that hostilities shall be undertaken: preparations made for commencing hostilities, and the expenses of such preparations, shall be borne by the contracting parties in proportion to the actual net revenue of His said Highness. The increased expense incurred by His Highness's Government, on an attentive and judicious management, shall bear a just and reasonable proportion to the actual net revenue of His said Highness.

ARTICLE 12

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness's dominions should be increased and perpetuated by the operations of this Treaty, and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expenses of His Highness's permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article, it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness's Officers, and from the neglect of the advice and suggestions of the British Government, on the part of His Highness, the British Government shall have reason to apprehend at any future period, a failure in the funds so destined, or a deterioration, instead of the expected improvement in His Highness's resources, and in the condition of the people, the British Government shall be at liberty and shall have full power and right to assume and bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness as shall appear to the said Government necessary

to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the country require it

ARTICLE 13

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Bhooslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his amils or other officers for placing the territories required under the exclusive authority and control of the said Government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall be at liberty to issue orders by its own authority for and

Provided always that the said territories shall be under the control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed, provided also that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use

ARTICLE 14

The hill of Seetabuldee and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled shall be annexed to the British Residency, and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position, which have been or may be erected upon them or elsewhere within the boundary aforesaid

The Maharajah also engages at all times to furnish such pasture land as may be required for the use of the British forces at the most convenient places adjoining to the Cantonments of the different divisions of the said forces

ARTICLE 15

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions, as it shall appear to them advisable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free ingress to and egress from all His Highness' forts and places of strength when necessary for their safety

ARTICLE 16

Whenever called upon, the said States shall be bound to collect as many men as may be practicable in co-operation with the armies of both States in any contest in which they may be engaged

ARTICLE 17.

This Treaty, consisting of a copy at Nagpore, on the first day of Jumadee 1st, in the year 1255, with Maharajah Raghojee Maharajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr Jenkins another copy also in English, Persian, and Mahratta, sealed and signed by His Highness without delay, and William Pitt Lo which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Governor
General's
Seal

(Sd) AMHERST.

Ratified by the Right Honorable the Governor-General in Camp, at Shajehanpore, this thirteenth day of December, one thousand eight hundred and twenty six A D.

(Sd) A STIRLING,

*Secretary to the Government,
In attendance on the Governor-General.*

SCHEDULE

OF SESSIONS TO THE BRITISH GOVERNMENT

1st —Mundilla, including

- | | |
|---------------------|----------|
| 1 Fort of Mundilla. | 2 Burgee |
|---------------------|----------|

2nd —Jubbulpore, including

- | | |
|---------------------------|-------------------|
| 1 Huwelee Gurha. | 7 Punnagurh |
| 2 Suhora | 8 Mujholee |
| 3 Sandpoor | 9 Kemoree |
| 4 Khombeee | 10 Bareilly |
| 5 Bhunee Ban | 11 Bulhary |
| 6. Ghosalpoor, including— | 12 Tezgurh |
| 1 Sirclee | 3 Turwa |
| 2 Kooa | 4 Ghosalpoor |
| | 13 Kusungee, etc. |

Zemindary Talooks.

- | | |
|-----------------|---------------------|
| 1. Mulumpoor. | 5. Nuwaz. |
| 2. Peepreea. | 6. Wureea. |
| 3. Mangurb. | 7. Singhoree Chaya. |
| 4. Narayunpoor. | 8. Bundra. |
| 9. Suhupoor. | |

3rd.—Sewnee, including

- | | |
|----------------|---------------------------------------|
| 1. Sewnee. | 7. Rutungee. |
| 2. Doonguraza. | 8. Ghinsoor. |
| 3. Au Uabta. | 9. Gondee. |
| 4. Denashee. | 10. Oogullee. |
| 5. Durgurthat. | 11. Chindee. |
| 6. Kuroia. | 12. Chupara and two Khasgee Villages. |

4th.—Chowragurh, including

- | | |
|----------------------------|-------------|
| 1. The Fort of Chowragurh. | 2. Shapoor. |
| 3. The Kuzba of Chougan. | |

5th.—Rewa, including

- | | |
|---------------------|-------------------|
| 1. Bohurgurh. | 7. Singpoor Bara. |
| 2. Bara. | 8. Buchae. |
| 3. Sakurgurra. | 9. Pilapusaee. |
| 4. Bahnee. | 10. Hoosungabad. |
| 5. Sewnee. | 11. Zamanee. |
| 6. Bhamboonezumala. | 12. Sohagpoor. |
| 13. Chiklee Bara. | |

6th.—Baitool, including

- | | |
|-----------------------------|--------------|
| 1. Kunellee Khesla Baitool. | 4. Jamnee. |
| 2. Jnytgurh Amla. | 5. Masud. |
| 3. Khundar Kirawuddee. | 6. Sowhgurh. |
| 7. Mhauderee. | |

7th.—Moollagee, including.

- | | |
|---------------|-----------------|
| 1. Moottayee. | 5. Mundree. |
| 2. Saykhera. | 6. Ashta. |
| 3. Satner. | 7. Metalswaree. |
| 4. Patun. | 8. Pownee. |
| 9. Ashner. | |

8th.—Sumbulpoor, including.

- | | |
|-----------------------|-------------------|
| 1. Khakha Sumbulpoor. | 11. Carbar Killa. |
| 2. Chunderpoor. | 12. Phoonda. |
| 3. Ambonna. | 13. Dama. |
| 4. Kurral. | 14. Saungah. |
| 5. Ghems. | 15. Sappurgurh. |
| 6. Hootal. | 16. Ferrah. |
| 7. Burpalee. | 17. Coolabara. |
| 8. Patkulda. | 18. Rampoor. |
| 9. Lukunpoor. | 19. Rajepoor. |
| 10. Boordah. | 20. Pondumpoor. |

Zemindaries.

- | | |
|-----------------------|-------------------------|
| 1. Sumbulpoor. | 4. Saringurh, including |
| 2. Bargurh, including | Sureea. |
| Singra, | Suroawah. |
| Half of Boteea, and | Sohagpoor. |
| Half of Saragong. | |
| 3. Suktee, including | 5. Gunpoor. |
| Half of Boteea, and | 6. Boree. |
| Half of Saragong. | 7. Boomra. |
| | 8. Rerakole. |

3. Soondpoor

Patna and its Dependencies.

- | | |
|-----------------|-----------------|
| 1. Patna. | 9. Huldee. |
| 2. Assee Salda. | 10. Sandakala. |
| 3. Jura Singha. | 11. Sarpahar. |
| 4. Butata. | 12. Bud Pahar. |
| 5. Dinkgurh. | 13. Boy Moorda. |
| 6. Topal. | 14. Sabe Buta. |
| 7. Teelgurh. | 15. Hat Kund. |
| 8. Gumleedolah. | 16. Doombutta. |

Patna Zemindaries.

- | | |
|------------------|------------------|
| 1. Patna Proper. | 5. Antgaon. |
| 2. Poolyher. | 6. Lehar Singha. |
| 3. Boora Samer. | 7. Kheran. |
| 4. Ramnoon. | 8. Nuwagurh |

9. Dewlee.

9th.—Sohagpoor Bhagdoker.

No CXXXVII

REVISED ENGAGEMENT between the HONORABLE COMPANY and
the RAJAH of NAGPORE—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B S Wilder, Esq, Resident at the Court of Nagpore, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhoosla, Rajah of Nagpore

ARTICLE 1.

Articles 8 and 9 of the existing Treaty are hereby rescinded, and it is agreed that, in lieu of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, *sc*, on the 6th of September, 6th December, 6th March, and 6th June of each year, in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British Officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th June 1830. Arrangements for gradually disbanding the auxiliary force as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties

ARTICLE 2

The Rajah agrees to respect and abide by the conditions of the Quinquennial Settlement, concluded with the pottels, ryots, and others by the British Authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all Agreements and Engagements formed with the Gond and other Tributary Chiefs and Zemindars by British Officers under the sanction and authority of the Resident

ARTICLE 3

Articles 10, 12, and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be com-

petent to the British Government, through its local representative, to offer
also to the Maharajah his horse and his accoutrements on all occasions.

ARTICLE 4

Article 11 of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times, in a state of efficiency, a body of not less than one thousand of the best description of Irregular Horse, organised and disciplined after the native fashion, commanded by his own Native Officers, and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving pay from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore frontier

ARTICLE 5

Article 15 of the existing Treaty is hereby abrogated

ARTICLE 6.

on the 26th day of December 1829, concluded at Nagpore
are the above convention,

ARTICLE 7

This Engagement, consisting of seven Articles, being settled and concluded at Nagpore, on the 26th day of December 1829, corresponding with 29th Jumadilakher, in the year of the Hijree 1245, by Francis B. S. Wilder, Esquire, with Maharajah Raghojee Bhonsla, Mr. Wilder has delivered to the said Maharajah a copy of the same in English, Persian and Mahratta, sealed

and signed by himself, and His Highness has delivered to Mr Wilder another copy, also in English, Persian and Mahabatta languages, and His Highness' signature, and Mr Wilder's signature, and Mr

William Cavendish Bentinck, Governor General, etc, etc, etc, on the receipt of which by His Highness, the present Engagement shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned

Given on the 26th December 1829, corresponding with the 29th Jumadil akher, 1245 Hijree

(Sd) F B S WILDER,
Resident

„ W C BENTINCK

„ DALHOUSIE

„ W B BAYLEY

„ C T METCALFE

Ratified by the Right Honorable the Governor General in Council at Fort William in Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

(Sd) A STIRLING,
Secretary to Government

NO CXXXVIII

SPECIMEN SUNNUD

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE,
SIRCANOONGOE, PERGUNNAH KUSRAWUD

Whereas you formerly held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentage on the public revenues, and whereas the services you rendered in that office will not in future be required

by the Government, and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status, therefore, the Governor-General in Council has been pleased to order that your zirat and jagheer, as noted at foot hereof, continue in your possession in freehold enam, with the full power of alienation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 245 as quit rent

In token whereof this Sunud is granted to you this day of 1865

No. CXXXIX.

SPECIMEN SUNNUD.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE,
SIRCANOONGOE, PERGUNNAH KUSRAWUD

Whereas you have held the office of Sirmundloee, Sircanoongoe, as a
pergunnah
way of zir
whereas the

the Government, and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status, therefore, the Governor General in Council has been pleased to order that, in addition to freehold enam, you receive from the public Treasury the sum of Rupees 4480 8 in half yearly instalments, in lieu of the cash perquisites enjoyed by you, and that such pension be continued to your heirs, sons, brothers, and brothers' sons, in hereditary succession, subject to good behaviour

In token whereof this Sunnud is granted to you this day of 1865

No CXL

SPECIMEN ENGAGEMENTS entered into by the ZEMINDARS of
CHATTISGARH—1821

I, Ram Race, the Zemindar of Sonakhn, with its twelve dependent

villages in the Province of Chhattisgarh, and subject to the Government of Nagpore, and my descendants, enter into the following Engagement —

- 1 I will obey the orders of the Sircar, and will be engaged in no rebellion or treachery against it
- 2 I will inform the Sircar of any intrigues to its prejudice which come to my knowledge
- 3 I will pay my tribute (tuckolee) regularly to Chhattisgarh in two instalments annually to the Agent of the Sircar authorised to receive it, and according to the separate arrangements entered into with the Government
- 4 Customs (syer) belong to the Sircar, and I will levy none, and I will take the bazaar, which shall not be increased beyond the established usage, and for this I engage to pass traders safely through my zemindary
- 5 I will offer no interruption to travellers or merchants passing through my zemindary, but will in always assist and protect them. If they are robbed, I will be responsible, or either give up the thieves, the property, or its price
- 6 If any criminals or traitors seek refuge in my zemindary, I will immediately deliver them up to the Sircar
- 7 I will not punish any person with death without the previous sanction of the Sircar, and will impose only such fines as are sanctioned by practice, are just and necessary for the suppression of crimes and irregularity. Under false pretences I will not impose any, and will not compel widows to remarry against their own wishes. I submit to the decision of the Sircar in all appeals made against my judicial awards
- 8 I will not appropriate to myself the effects of the dead when there are sons or heirs, property shall descend from father to son, or to the nearest heir
- 9 I will not make war upon any Zemindar or other person without the orders of the Sircar, my disputes with others I will refer to the decision of the Sircar
- 10 I will cherish my ryots and do all in my power to increase the prosperity of my zemindary

Nagpore, 17th February 1821

Statement of Tribute payable by the Zemindars of Chattisgarh.

Name of Zemindary	Name of Zemindar	Amount of tribute			REMARKS
		R	a	p	
Bustar	Mypal Deo	4 000	0	0	
Karrondes	Joograj Deo	4 500	0	0	
Kakair	Bopa Deo				
Koojee	Hybat Khan	1,150	0	0	
Paindra	Adjeet Sing	1,400	0	0	
Mattin	Juggernath Sing	300	0	0	
Oprodah	Sew Sing	850	0	0	
Kaindah	Byron Sing	500	0	0	
Laffa	Vickram Sing	630	0	0	
Chooree	Prittee Sing	1 500	0	0	
Korebah	Barrat Sing	1,500	0	0	
Chappa	Vessewnat Sing	800	0	0	
Cowderah	Oojar Sing	8 635	0	0	
Pundureeah	Gurroor Sing	7,727	0	0	
Bhutgaon	Gujraj Sing	300	0	0	
Soormar	Soab Sing	250	0	0	
Nurrah	Jait Sing	75	0	0	
Sonakhau	Ram Rase				
Bellyghur	Mabaraj Sing	500	0	0	
Kuttungee	Praun Sing	300	0	0	
Nandgaon	Mohjeeram Mhant	30,606	3	0	
Kyragbur	Drigpal Sing	30 100	0	0	
Kondka	Balmookan Dass	10,704	3	3	
Gundye	Turwar Sing	2,481	0	6	
Sobagpoor	Goolal Sing	1,115	0	0	
Thakoor Tola	Adar Sing	355	0	6	
Dongergurth	Mohjeeram Mhant and Drigpal Sing	17,753	10	0	
	TOTAL	1,28 032	1	3	

SPECIMEN ENGAGEMENTS with the Zemindars of CHANDA.

ENGAGEMENTS concluded in the Fuslee year 1230 by CAPTAIN CRAWFORD, the SUPERINTENDENT of the CHANDA District, with SOUDE KHAN, ZEMINDAR of GEWARDA, Pergunnah WYRAGURH, Zillah CHANDA.

1. Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits

2 Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

(Signed by)

BAHADOOR KHAN,

SON OF SOUDE KHAN

21st day of Suffer 1230 Fulee

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary	Name of Zemindar	Amount of Tribute			REMARKS
		Rs	a	p	
Gewarda . . .	Soude Khan . . .	30	0	0	
Parrusghur . . .	Govind Shah . . .	30	0	0	
Ambaghur . . .	Nilkunt Shah . . .	25	0	0	
Amric Palabara . . .	Nizum Shah . . .	25	0	0	
Dewulgaon Sonser . . .	Chunder Shah . . .	215	0	0	
Rangee . . .	Anund Row . . .	12	0	0	
Koracha . . .	Sooba Dao . . .	10	0	0	
Kootgaon . . .	Jugga Thakoor . . .	6	0	0	
Damona . . .	Bhudra Thakoor . . .	5	0	0	
Jaira Papra . . .	Gunesh Thakoor . . .	3	0	0	
Vooroomgaon . . .	Kullyan Thakoor . . .	3	0	0	
Seersordee . . .	Sherga Thakoor . . .	2	0	0	
Kodjub . . .	Neeram Shah . . .	3	0	0	
Dood Mala . . .	Maroo Thakoor . . .	3	0	0	
cola . . .	Goolab Khan . . .	3	0	0	
Ghot . . .	Rajeshwur Row . . .	25	0	0	
Gulgown . . .	Veeroo Shah . . .	10	0	0	
Paveeh Maulsudah . . .	Ogroo Shah . . .	10	0	0	
	TOTAL . . .	420	0	0	

SPECIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

TRANSLATION of a SUNNUD granted in the name and on the part of SREEMUNT MAHARAJ RAJAH SREE SENAH SAHIB SOOBAN RAGOJEE BHOOSLAH by RICHARD JENKINS, Esq., BRITISH RESIDENT, on the part of the HONORABLE EAST INDIA COMPANY, at the COURT of NAGPORE, to MOHUN SING THAKOOR, of PUCHMURREE.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows—

Talooka Puchmurre, | Pergunnah Heerdagurh, | Pergunnah Pertaubgurh,
7 villages.

Puchmurree, Choomee, Nadowra, Kanee Clapper Dhama, Barkheree, Bajbyhree, Jont (lesser), Peepeereeah Telee Bhut, Delakharee, Jont (greater), Bejoree, Charlhera, Banumwara, Chappar, Murka Dhanoo, Japye, Thorawaree, Modaree

Pergunnah	Pergunnah	Pergunnah	Pergunnah	Pergunnah
Oomrait,	Jamye,	Almoat,	Gurguzhur,	Umbarrah,
1 village,	1 village,	1 village,	1 village,	1 village
Myawaree	Khurwance	Boree Ghaut.	Lona Dewee	Nursurah

and the villages of Peerawaree (pergunnah unascertained), comprising a total of 26 villages, they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajahs, Thakoor, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, binding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may be hereafter specified.

Whereas three Jatras are annually held in the Mahadeo hills on which you have claims from pilgrims and others, the following arrangement is now made with you on that head agreeable to it [and with your full consent previously rendered] you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawun is your exclusive right, but no tax can be levied on pilgrims in progress to the temple

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Thakoors, in which you will continue to participate No taxes, however, to be levied on pilgrims

In the Sooratree Jatra of Phagoon, or the Great Jatra, the offerings are also the joint right of the three Thakoors, and this will continue, and for the taxes levied thereto at the several ghauts and roads leading to the temple or connected with it, they belong for the future to Government, and the following provision is hereby made —

In lieu of your right to levy a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in lieu of your claim on one third of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc. etc. at the several Ghauts, you are hereby confirmed to the whole of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc. etc. at the several Ghauts, for a period of three years ending with the

This sum will be paid to you by the Government direct, you have no further right on the pilgrim duties, but on the expiration of three years, should you feel so disposed, you may apply for a new arrangement, which will meet with due consideration

Such are the arrangements for the Pooja and Jatra rights, by no means interfere in them in any other way than is now written "taking care that no

theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible" Avoid also all violence in every way towards them or to traders, visitors, etc, all collections from them and pilgrims in progress to the Jatra belong exclusively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeen, Kularu, Moohwa Paunree, etc, etc, hitherto levied by you, as well as the zemindary Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale, avoid increasing it without authority.

This therefore, as above detailed is the provision made for you by this Government Receive and eat, have no concern for the interference of others In return your duties to Government are as follow —

You will henceforth pay to Government in quit-rent 25 rupees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees, send them yearly.

You are hereby bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly, if called on you will appear with five or ten (number undefined) attendants ready to do every duty imposed You are held responsible for the internal tranquillity and good arrangement of your own lands throughout their boundary, settling and keeping under all thieves, rogues, and villains of every description, shewing in no instance the semblance of bad faith to Government offering no excuse in a ready obedience to its mandates, and are held responsible for any act of criminality or irregularity, whether of your relatives or your ryots any person throughout your bounds, being guilty of any irregularity of any nature, for his act you are amenable, unless you produce the culprit or trace him to the satisfaction of the Government

You are positively prohibited entertaining any foreign soldiers or bearers of weapons without its authority

Done at Mooltan, this 25th day of February, A D 1820

(A true copy)

(Sd) W. HAMILTON,

Acting Assistant

A correct though not literal translation

(Sd) H. A MONTGOMERIE,

Commissioner, Settlements

ZEMINDARS OF CHINDWARA.

Statement of Tribute payable by the Zemindars of Deogurh or Chindwara.

Name of Zemindary	Name of Zemindar	Amount of Tribute	REMARKS
	Gubba Jumabdar	15 0 0	
	Rajah Durrio Sing	200 0 0	
Bathagbur .	Kesho Rao Thakoor .	30 0 0	
	Sough Sah .	10 0 0	
Putchmarree .	Mohun Sing .	25 0 0	
Bhurdaghur .	Cheemun Sah .	40 0 0	
Almond .	Rajah Sah .	40 0 0	
Adygoon .	Dowlut Bhartee .	250 0 0	
Pertaubgurh	Runjeet Sah .		
Kurri .	Jeswant Sah Thakoor .		
Harraikat .	Rajahjee .		
Paggara .	Pertaub Sing		
Moothoonghaut .	Dowlut Sah .		
Gorukghaut .	Dowlut Sah .		
	TOTAL	610 0 0	

No. CXLI

KUBOOLYUT executed by RAJAH JOOJHAR SING OF RAIGURH,
dated 25th May 1819

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs Pilka, Tarapore, and Khass Raigurh, from $\frac{1229}{18\ 6\ 8}$ has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government The tribute will be paid in one instalment in the month of Obeyt

No CXLII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO OF PATNA,
dated 17th February 1827 A.D.

Whereas the whole of Khaska Patna, which is my zemindarry, has been settled with me for five years, from 1236* to 1240 Nagpore year, at an annual jumma of Sicca Rupees 56 8 0, or an aggregate jumma of Rupees 2,812 8-0, including

* A. D. 1816-17 to 1830-31.

"Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrit, jaghire, "Bishoonpeereet" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this agreement, in which I promise that I will, according to the prescribed instruments and without pleading any excuse on the score of drought or deluvion, punctually pay in my revenue at Sumbulpore every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters, and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I will duly report to the authorities all that occurs within my estate.

(Here follows the specification alluded to)

No CXLIII.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH MAHARAJ SAHEE of SUMBULPORE, binding himself to the right discharge of Police and Judicial duties, dated 22nd February 1827.

Whereas I, Maharajah Maharaj Sahce of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me and I will, to the utmost of my ability, give no reason to any one for doing so. I will permit them to do as they please. I will direct the police to do as they please. I will promptly investigate all heinous offences, such as dacoity, plunder murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the offenders, and after duly recording the depositions I will pass an impartial judgment. I will report all that occurs within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes, and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government, and I will not appropriate unclaimed or intestate property, it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated, and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

No CXLIV

ADOPTION SUNNUD granted to RAJAH BHYRON DEO of BASTAR—
1862

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetual, and that the houses should be conveyed to you to convey to you, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race

2 Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government

(Sd) CANNING

Dated 11th March 1862

In 1862 similar Sunnuds were granted to the Chiefs of Makrai and Kharonde, in 1865 to the Chiefs of Kakeir, Bamra, Khairagarh, Kondka or Chhuikhadan, Kawardha, Nandgaon, Patna, Raigarh cum Burgarh, Sarangarh Sonpur, Sakti, and in 1866 to the Chief of Rehracole

No. CXLV.

ACKNOWLEDGMENT OF FEALTY presented by the CHIEFS of BASTAR
MAKRAI, KANKER, KHAIRAGARH, KONDKA or CHHUIKHADAN
NANDGAON, SAKTI, and KAWARDAH.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces. I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to

I will respect and maintain all rights within my territories, I will attend to the prosperity of my vassals, to the strict administration of justice, and to the

point before I punish the offender

If any person who has committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given up. Should any persons who have committed offences in British territory, or criminals belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fugitives.

I will pay into the British Treasury an annual tribute of rupees three hundred and forty, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled.

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors.

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine, and when complaints preferred against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

No. CXLVI.

FORM of SANAD granted by the CHIEF COMMISSIONER of the CENTRAL PROVINCES in 1867 to the KHARONDE CHIEF and to those of the GURJAT CHIEFS who had not executed any acknowledgment of fealty.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether Criminal, Civil or Revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment you will before passing order for carrying out such sentence send the case up to the Commissioner of the Chhattisgarh Division, or such other officer as shall be nominated by the British Government for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed—

1. That you shall pay regularly the tribute of * Rs. now fixed for 20 years, viz, from the current year 1867 to the year 1887 A D, and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that

the Government may think fit.

2. That you shall deliver up any offender from British or other territory who may take refuge in your State, that you will aid British officers who may pursue criminals into your territory, and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3 That you shall do your utmost to suppress crimes of all kinds in your State.

4 That you shall administer justice fairly and impartially to all alike.

5 That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

6 That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State

7 That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chhattisgarh Division, the Deputy Commissioner, Sambalpur, or any officer duly vested with authority by the Chief Commissioner, Central Provinces

8 That you shall appoint an approved Vakil to be permanent resident at the Sadr station of the Sambalpur district, in view to all orders affecting your State being communicated to you.

9. That you

- | | | | |
|----------------|-------|-------------|-------|
| | Rs | | |
| * Febrakole .. | 1,000 | Kharonde(a) | 2,550 |
| Bamra .. | 600 | Sarangarh | 1,350 |
| Raigarh .. | 500 | Patna | 600 |
| Boopur .. | 1,000 | | |
- ments do so interfere the Chief Commissioner shall have authority to raise your tribute by

* Rs. per annum until your Abkari arrangements are again satisfactory.

No. CXLVII.

DEED executed by the CHIEF of KHAIRAGARH for cession of LAND for RAILWAY PURPOSES—1893.

I, Lal Shri Umrao Singh Rais Sirdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities,

(*) This State did not form one of the original Gurjat Chieftships

so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 311 acres 3 roods and 1 pole permanently and 823 acres 1 rood and 5 poles temporarily situate in my territories and bounded as under —

From Mouzah Bodhi Tola, Pargana Dongargarh to Mouzah Khopree, Pargana Singarpore as per map attached hereto, the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore mentioned free from all present and future demand on account of revenue or rent

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction will vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed, and delivered.

(Sd) LAL SHRI UMRAO SINGH SANIB RAIS,
Feudatory Chief of Khairagarh,
Raipur District

Witnesses.

(Sd) GHASI BADU OF KHAIRAGARH
(„) NIZAM SAO TAMERA OF KHAIRAGARH

No CXLVIII.

DEED executed by the CHIEF of KHAIRAGARH for cession of LAND for RAILWAY PURPOSES—1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 8 acres, 1 rood, and 2 poles, situate in his territories and bounded as under, - e, on the east and south by the land already ceded to the railway and on the west and on the north by the Mouza of Dongargarh, the same having been surveyed and demarcated for the purpose of the Bengal Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like neces-

sary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all presents and future demand on account of revenue or rent

2. The said Feudatory Chief further agrees, and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty, the Empress of India, her heirs, representatives and assignees. In witness whereof, the said Feudatory Chief sets his hand and seal, this ninth day of March, one thousand eight hundred and ninety

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness.

(Sd) J. P. GOODRIDGE,

Political Agent.

Countersigned.

RAIPUR,

The 25th March 1890.

(Sd) A. H. L. FRASER,

*Offg. Commissioner, Raipur,
Chhattisgarh Division.*

No. CXLIX.

DEED executed by the CHIEF of KHAIRAGARH for cession of LAND for RAILWAY PURPOSES—1890.

I, Lal Umrao Singh, *alias* Kanhya Lal, Feudatory Chief of Khairagarh in the District of Raipur, Central Provinces, do in virtue of all powers and authorities, so far as I can or may by these pre-ents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 128 acres 1 rood 13 poles, situate in my territories and bounded as in the plan appended, the same having been surveyed and demarcated for the purpose of the Bengal Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me (Feudatory Chief of Khairagarh) and my heirs and representatives in and over the soil of the lands hereinbefore mentioned, free of all present and future demand on account of revenue or rent.

2 I further agree, and by these presents declare, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I set my hand and seal, this twenty seventh day of September, one thousand eight hundred and ninety.

Signed, sealed, and delivered

(Sd) LAL UMRAO SINGH,

Feudatory Chief of Khairagarh.

Witness

(Sd) J. P. GODDRIDGE,

Political Agent

RAIPUR, }
The 13th October 1890 }

(Sd) M M BOWIE,

Offg Commissioner, Raipur,

Chhattisgarh Division.

No CL

**DEED executed by the CHIEF of NANDGAON for cession of LAND
for RAILWAY PURPOSES—1891.**

I, the Mahant Balram Dass, the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, as far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres 2 roods and 1 pole, that is, 85 acres 1 rood and 21 poles acquired previously and 499 acres and 20 poles now, situate in my territories within the mouzas as per schedules appended, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhattisgarh State Railway, including the shops, store houses, and the work- when opened, as per map be se line right and interest possessed rietary rs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent

2 I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. The lands are bounded as per map of the Public Works Department hereto attached, and I, the said Feudatory Chief, do further declare that this deed is in supersession of the deed executed by me on 2nd July 1883, and it includes the lands specified in the above-mentioned

deed as well as other lands, etc, now mentioned for the first time in the schedules attached hereto. In witness whereof I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hundred and ninety-one.

Signed, sealed, and delivered.

(Sd) RAJA BALRAM DASS,
Feudatory Chief of Raj Nandgaon.

(Sd) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

(Sd) J. P. GOODRIDGE,
Political Agent

16th January 1891.

BENGAL-NAGPUR RAILWAY

Note of land taken up twice by the Bengal-Nagpur Railway in Nandgaon State

District.	Pergunnah or Tahsil	Mouza.	Land acquired twice	Reference to sheet	Date of former acquisition	Date of present acquisition
		Mile	A R P	Sheet		
Nandgaon State	Zemindary Nandgaon	139 to 140	8 0 29	No 1	2nd July '83	12th Jan '91.
		141	8 1 39	" 2	Do	Do
		142	9 0 3	" 3	Do	Do.
		143	10 0 8	" 4	Do	Do
		144	10 1 34	" 5	Do	Do
		145	10 1 33	" 6	Do.	Do.
		146	23 2 35	" 7	Do.	Do
		TOTAL	85 1 21			

A B —The date of formal transfer of lands is 12th January 1891

(Sd.) RAJA BALRAM DASS,
Chief of Raj Nandgaon

(Sd.) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

BENGAL-NAGPUR RAILWAY.

RAJ NANDGAON DISTRICT.

Schedule of land required for the construction of taken up by the Bengal-Nagpur Railway in Nandgaon State.

District	Pergunnah or Tahsil	Mouza.	Permanent class A.			REMARKS
		Mile	A.	R.	P.	Sheet
Nandgaon State	Zemindary Nandgaon	139 to 140	19	3	3	No. 1
		141	17	2	12	" 2
		142	22	2	31	" 3
		143	21	2	35	" 4
		144	22	0	19	" 5
		145	21	0	28	" 6
		146	41	1	8	" 7
		147	38	1	20	" 8
		148	68	1	17	" 9
		149	22	2	17	" 10
		150	36	0	2	" 11
		151	36	0	8	" 12
		152	23	0	14	" 13
		153	24	1	23	" 14
		154	30	1	34	" 15
		155	67	3	39	" 16
		156	23	0	36	" 17
		157	33	0	3	" 18
		158	29	2	12	" 19
		TOTAL	584	2	1	

(Sd.) J. P. GOODRIDGE,
Political Agent.

29th May 1890.

(Sd.) T. R. WYNNE,
*Agent and Chief Engineer,
Bengal-Nagpur Railway.*

(Sd.) R. T. MALLEY,
Officiating Consulting Engineer.

No. CLI.

IKRARNAMAH OF ENGAGEMENT between the GOVERNMENT of NAGPUR and MYPAUL DEO, RAJAH of BASTAR, and his Heirs and Successors, concluded on the part of the Government of NAGPUR by MAJOR P. VANS AGNEW, in virtue of powers vested in him and on the part of RAJAH MYPAUL DEO, by NARRAIN and KASIR SING Dow, in virtue of powers vested in them—1819.

ARTICLE 1.

The Rajah Mypaul Deo acknowledges his dependence on the State of Nagpur, and on his own part and that of his heirs and successors engages to be faithful to it and to obey its orders

ARTICLE 2.

The Government of Nagpur engages, as far as in its power, to protect the territory of Bastar

ARTICLE 3

The Rajah Mypaul Deo and his heirs and successors will act in subordinate co-operation with the Government of Nagpur.

ARTICLE 4

The Rajah, his heirs and successors, will not have any connection, or enter into any negotiation, or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his heirs and successors, engage that, should any of the enemies of the State of Nagpur, or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up.

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, *viz*,—in Jilcand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a vakeel for this and other purposes to Chutteesgurbh. It is provided, however, by this agreement that whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribute be allowed

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

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ficati (. the rate-
shall Saul Deo

Done at Ryepore, the 30th of March 1819

(Sd.) P VANS AGNEW, Major,
Superintendent of Affairs in Chutteesagurh

(Sd) NARRAIN.

“ KASIR SING DOW.

(A true translation)

(Sd) P. VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgurrh

No. CLII.

DEED executed by the SAKTI State for cession of LAND for RAIL-
WAY PURPOSES—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of

Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No. 1866 P., dated the 25th June 1875, in the Foreign Department, do'h in virtue of all powers and authorities, so far as he can or may, by these presents grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below :—

District	Pergunnah or Tahsil	Mouzah.	Permanent, class A	REMARKS.
			A R P.	
		Jetha .	36 2 28	
		Soti . .	90 3 10	
		Belloda .	4 1 37	
		Tewar .	23 1 14	
Bilaspur . .	Seorinarain .	Harda .	5 0 27	
		Karibunda .	38 0 16	
		Ditto . .	0 2 29	
		Arjuni . .	5 3 16	} In Raigarh District, Railway limits
		Sarjuni . .	7 0 24	
		TOTAL .	217 1 1	

the same having been surveyed and demarcated for the purpose of the Bengal Nagpur Railway, including the road with its bridges, etc., and all stations workshops, store-houses, and the like necessary for the proper working of the railway, and all the proprietary rights in the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2 The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, further agrees, and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, Her Heirs, Representatives and Assignes. In witness where-

of the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses:

(Sd) D. O. MEIKLIJOHN, *Deputy
Commissioner of Bilaspur,
as Political Agent of the
Feudatory State of Sakti
in the Bilaspur District,
Central Provinces, on be-
half of Ranjit Singh, Ray
Gond, Chief of the Feuda-
tory State of Sakti.*

(Sd) DINANATH BANERJI,
*Head Clerk,
Deputy Commr.'s Office,
Bilaspur.*

(Sd) K. UMAJI RAO,
*Zemindary Accountant,
Deputy Commr.'s Office.*

Countersigned,

(Sd.) M. M. BOWIE,
*Offg. Commr, Chhattisgarh Division,
Central Provinces*

The 8th November 1890.

BENGAL-NAGPUR RAILWAY.

BILASPUR DISTRICT.

*Schedule of land required for the construction of Bengal-Nagpur Railway
Bilaspur District, in Sakti Native State.*

District.	Pergunnah or Tahsil	Mouzah.	Permanent Class A.	REMARKS.
Bilaspur	Seorinarain.		A. B. P.	
		Jetha	36 2 28 35 2 25	
		Soti	90 3 10 97 1 30	
		Bellodi	4 1 37 4 0 36	
		Tewar	28 1 14 27 3 32	
		Harda	5 0 27 5 0 35	
		Karibunda	38 0 16 31 1 30	
		Ditto	0 2 29 2 0 19	In Paigarh Dis- trict. Railway limits.
		Arguni	5 3 16 5 1 36	
		Sarjuni	7 0 24 7 0 17	
		TOTAL	217 1 1 219 2 29	

NOTE.—Figures in *italic* are correct quantities according to dimensions on land plan. Figures in *roman* are quantities as calculated by the original surveyors of the line before this Company took over.

The lands specified above are formally handed over to Bengal-Nagpur Railway Company from the 31st of October 1890.

(Sd) D. O. MEIKLIJOHN,
Deputy Commissioner as Political Agent,
Sakti State.

The 2nd July 1890.

(Sd) F LANG,
for Acting Agent and Chief Engineer,
Bengal-Nagpur Railway.

(Sd) R. T. MALLET,
Offg. Consulting Engineer

Similar deeds were executed by the Chiefs of the Feudatory States of Raigarh and Bamra.

No. CLIII.

SPECIMEN PATENT granted to NON-FEUDATORY ZEMINDARS of the CHANDA DISTRICT.

TENURE.

1. Shall be indivisible.
2. Shall be untransferable, save to the nearest male heir; and the transfer in such case shall be subject to the approval of the Chief Commissioner.
3. Shall be held by one person, the Zemindar or Zemindarin, for the time being.
4. Shall be held on conditions of—
 - (i) Loyalty.
 - (ii) Good Police Administration.
 - (iii) Improvement and cultivation of estate.

SUCCESSION.

5. Subject to the provisions contained in Clause VI, the order of succession shall be as under—

On the death of the Zemindar, the estate shall devolve upon his eldest son.

In default of a son, upon the widows* of the Zemindar in order of seniority, each for her life-time.

On the death of the widows, upon the nearest male heir of the Zemindar.

* With the exception of the proviso that on the death of a Zemindar his estate shall on default of a son devolve upon his widow. In such a case and when adoption has not taken place, the succession should preferably devolve on the nearest male kinsman, the widow receiving a suitable maintenance.

6. In the event of the first in order of succession being, in the opinion of the local Government unfit to carry out the conditions of Clause IV, the zemindaree shall devolve upon the nearest heir who possesses the required qualification

7 The Zemindar, in the case of gross misconduct, shall be liable to removal by the local Government, and if such removal be ordered the succession shall take place as if the Zemindar removed had died

SUARERS

8 Members of the Zemindars family shall have a right to fitting maintenance by the Zemindar

MANAGEMENT

9 At least one qualified resident Accountant shall be maintained by the Zemindar The Accountant previous to appointment shall be approved by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10 The rent roll of the zemindaree showing the receipts under each head of revenue and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner

11 In each village the Zemindar shall appoint a head man (Patel) as his representative

12 In the event of dispute as to the remuneration to be paid to the head man, such remuneration shall be deemed to be ten per cent on the gross revenue collected in the village

13 The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests

14 No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sanction of the Deputy Commissioner

15 In the event of the Police management being defective one or more District Police posts shall be stationed in the zemindaree, and their cost defrayed by the Zemindar

REVENUE

16 The revenue from—

(i) Land,	|	(iv) Pandhari,
(ii) Forests,		(v) Ferries,
(iii) Abkaree,		(vi) Pounds,

shall be enjoyed by the Zemindar

(c) Teak	|	(v) Dorbula,
(d) Sheesham		(vi) Mowah,
(e) Satin wood		(v) Tendoo
(f) Char		

17 Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar

18 On unreserved timber, bamboo, grass, and minor forest produce, exported from the zemindaree, and on the grazing of cattle belonging to

persons not resident in the zemindaree, duty shall be levied at the pleasure of the Zemindar

19 On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised, but the places fixed shall be within a reasonable distance from the residence of the persons concerned

20 Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that the duty be so managed as not to injure the distillery system in the khalsa tracts. Should such injury occur, the Deputy Commissioner may take such measures as may seem fit for administering the abkaree himself, and at the order of the Chief Commissioner the tukolee may be proportionately reduced

21 Pandhari shall be levied by the Zemindar under the rules obtaining in the khalsa tracts

22 Ferry toll shall be levied by the Zemindar under the rules obtaining in the khalsa tract, and subject to the condition that efficient ferry boats be kept up at the places prescribed from time to time by the Deputy Commissioner.

23 Pound fees shall be levied by the Zemindar under the rules obtaining in the khalsa tract

24 Offerings to the Zemindar at the Dusserah shall be considered purely voluntary, which it is optional to the people to give, or not to give, at their own pleasure

25 All dues, whether in labour, kind, or cash, not entered above, must be regarded as prohibited, and their collection must be discontinued

26 The produce of quarries and mines is the property of the Crown. Ordinarily, however, the Zemindar shall be allowed to work stone quarries and iron mines without paying a royalty

27 The duty on the growth and sale of opium and other intoxicating drugs shall be levied as heretofore by the State, and not by the Zemindar

28 The levy of transit duties is prohibited. But the Zemindar may, with the Deputy Commissioner's sanction, levy octroi duties in selected towns, provided the yield of such duties be in every case spent on the improvement of such towns

SUBORDINATE RIGHTS

29 Every Mookasdar, Muhtadar, Patel, or farmer of a village, who has performed such acts with reference to the village he holds as would qualify a tenant in a khalsa village to be declared proprietor of his holding, shall be recorded as proprietor of his holding

30 Cultivators of fields, of twelve years' occupancy and upwards, shall be recorded as tenants with right of occupancy.

List of the Non Feudatory Chiefs of the Central Provinces—(continued)

No in Group	Class	Name of Zemindar or Chieftaincy	Amount of present revenue demand made by Government from the Zemindar or Chief	Class & title of the Zemindar or Chief
			Rs a p	
37	(2) THE CHUTTERGHUR ZEMINDARS	Gandai	4 000 0 0	Gond
38		Silbeti	1 000 0 0	Dhur Gond
39		Jarbaspur	930 0 0	Ditto
40		Lohara	1 500 0 0	Ditto
41		Tilakurtola	500 0 0	Dhur Gond
42		Pandar ya	1 300 0 0	Raj Gond
43		Sahspur	4 500 0 0	Gond
44		Pendra	1 300 0 0	Kowar
45		Matn	250 0 0	Ditto
46		Uprora	450 0 0	Kowar
47		Kenda	8 0 0 0	Ditto
48		Chhuri	2 100 0 0	Ditto
49		Korba	2 500 0 0	Ditto
50		Chapa	1 462 0 0	Ditto
51		Lapha	840 0 0	Ditto
52		Islatgaon	610 0 0	Binjya
53		Bilgaon	800 0 0	Cond.
54		Katangi	630 0 0	Ditto
55		Kanaya	110 0 0	Ditto
56		Birpur or Parpur	1 750 0 0	Ditto
57		Sarmar	2 0 0 0	Ditto
58	(3) THE CHAVDA ZEMINDARS	Narra	60 0 0	Kanwar
59		Deori	90 0 0	Banjwar
60		Phinneswar	500 0 0	Raj Gond
61		Gundardehi	4 290 0 0	Raj Kanwar
62		Khuj	13 0 0	Pathan
63		Madanpur	1 000 0 0	Raj Gond
64		Ahri with Arpall and Ghot	500 0 0	Ditto
65		Gwarda	200 0 0	Patlan
66		Pangi	50 0 0	Maia
67		Panabaras and Aundhi	287 0 0	Raj Gond
68		Muraugaon	5 0 0	Ditto
69		Amba, Arh Chauli	400 0 0	Gond
70		Dhanora	45 0 0	Raj Gond
71		Iorcha	10 0 0	Gond
72		Pala garh	350 0 0	Raj Gond
73		Jharapapra	20 0 0	Halba
74		Jotgal	25 0 0	Gond
75		Khutgaon	6 0 0	Raj Gond
76		Sansari	185 0 0	Halba
77		Sirsundi	15 0 0	Raj Gond.
78		Dilmala	10 0 0	Ditto
79		Mutanda	50 0 0	Ditto
80		Parvi	9 0 0	Ditto
81		Gurgaon	15 0 0	Ditto
82		Koteaon	15 0 0	Ditto
83		Chandala	7 0 0	Ditto

List of the Non-Feudatory Chiefs of the Central Provinces—(concluded).

No. in Group	Class	Name of Zemindars or Chieftaincy	Amount of present revenue demand made by Government from the Zemindar or Chief			Clan or tribe of the Zemindar or Chief.
			<i>Rs.</i>	<i>a.</i>	<i>p.</i>	
84	(4) THE CHINDWARA JAGHEDARS, ZEMINDARS, OR THAKOORS	Harai	20	0	0	Gond.
85		Sonpur	16	0	0	Ditto
86		Pratapgarh	25	0	0	Ditto
87		Chhater	130	0	0	Ditto
88		Gorpani	15	0	0	Ditto
89		Bardagarh	35	0	0	Ditto.
90		Pachmarhi	25	0	0	Bhopa
91		Pagara	10	0	0	Ditto.
92		Batkagarh	30	0	0	Ditto
93		Almod	35	0	0	Ditto.
94		Gorakbghat	10	0	0	Ditto
95	{ S & N. CHIEFS }	Timurni	3,500	0	0	Brahmin.
96		Pitihra				Gond
97	THE SUMELFORE ZEMINDARS AND GUSHAJAT CHIEFS	Phuljhar	500	0	0	Gond.
98		Borasamar	160	0	0	Banjwal.
99		Kharwar	2,000	0	0	Chauhan.
100		Bindra Naragarh	500	0	0	Gond.
101		Rajpur	197	8	0	Chauhan Rajput.
102		Chandarapur and Pudmapur	4,294	8	0	Rajput.
103		Losing	133	0	0	Gond.
104		Kolabira	693	0	0	Gond.
105		Rampur	708	0	0	Rajput.
106		Laira	250	8	0	Gond
107		Karabaga	90	3	0	Ditto
108		Mashida	46	0	0	Ditto
109		Barpali	765	8	0	Chauhan Rajput
110		Ghes	510	8	0	Banjwal.
111		Bherun	982	0	0	Gond.
112		Kharwal	330	8	0	Ditto.
113		Patholanda	318	0	0	Ditto.
114		Pahar Surgira	103	8	0	Ditto.
115		Manda Mahal Surgira	106	8	0	Gond.
116		Uttal	433	8	0	

No. CLIV.

SANAD granted to CHINDWARA JAGIRDARS.

Whereas the Chief Commissioner of the Central Provinces, with the sanction of His Excellency the Governor-General in Council, recognises you

to be Jagirdar of the estate in the Chhindwara District of the Central Provinces, this Sanad is granted to you in virtue whereof you and your heirs and successors are entitled to hold the estate for ever subject to the conditions and provisos herein set forth

1. You will pay as tribute to Government the sum of Rs annually for the period of the Settlement now made with you, subject to revision at the discretion of Government after the term of the existing Settlement has expired

2 You will enjoy the income accruing in your estate from the following sources —

(i) Land	(iv) Cattle Pounds
(ii) Abkari, including opium and drugs	(v) Unclaimed property
(iii) Pandhri	(vi) Sale of timber and minor Forest dues

The income from land does not include minerals, in regard to which Government reserves all rights

adjoining khal a jurisdiction

Your Pandhri assessment must be in accordance with the principles and rates laid down for the khalsa, and will be subject to appeal, in all cases of individuals assessed, to the Deputy Commissioner and Commissioner for the time being

Your system of cattle-pound management must be in keeping with the orders in force in khalsa tracts, and so also the course you follow as regards appropriating the proceeds of unclaimed property

The dues which you realize on Forest produce of all kinds and on the grazing of cattle within the lands of your Chiefship must not exceed the rates prevailing in Government Forests, and the following kinds of timber shall not be cut except in small quantities for home use without the special sanction of the Deputy Commissioner of the district —

Teak.	Beejasal.	Mohwa.
Sal	Shesham	Tendoo.
Saj	Kowah	Unjan

If large quantities are cut or contracts given for the felling of large quantities of the above or other valuable descriptions of timber to the permanent detriment of your estate, then the Deputy Commissioner will have power of assuming on the part of Government the direct management of your Forests

3 You are recognised as the sole superior proprietor in your estate, and according to custom the succession will be regulated by the rule of primo-

geniture It follows that the ordinary rules of Hindu inheritance do not apply and that no partition of shares can take place The estate remains one and undivided, the head of the family for the time being acknowledged as, Chief

4 The estate, with the special and peculiar privileges hereby recognised cannot be transferred except with the sanction of the Chief Commissioner, and in case of dispute the ordinary succession will be subject to such sanction Any transfer of ordinary rights ordered under a decree of the Civil Court would carry no privileges which are hereby declared to be conceded specially in favour of the hereditary Chief of the estate and are distinctly not transferable nor subject to the jurisdiction of the Civil Court Any transfer therefore without the sanction of the Chief Commissioner and not by succession cancels this Sanad and involves a new settlement on different terms

5 Summary removal will follow disloyalty or bad administration, and in this case the question of succession remains at the discretion of Government

6 The relations of the Chief are according to custom entitled to maintenance either in money or land, and this custom you and your heirs and successors are required to maintain Dispute as to the adequacy or otherwise of the maintenance allowed will be decided by the Deputy Commissioner of the district, subject to an appeal to the Commissioner of the Division and the Chief Commissioner, whose order on the matters at issue will be final

7 You will maintain all the subordinate rights of sub proprietorship and occupancy which have been recognised in your estate and will accept the record of those prepared by the Settlement Officer as final

8 You are responsible for the proper Police management of your Chiefship, and any failure in this respect renders you liable for any expenditure which may be incurred in maintaining efficient Police posts under the orders of the Chief Commissioner

9 You will carry out the orders issued to you from time to time as to the reporting of crime and you will bring promptly to the notice of the Deputy Commissioner the commission of any heinous offences in your estate and use your best endeavours to trace and bring to justice the perpetrators

10 You are exempted during the present Settlement from the payment of any Road, School or Dak cesses, but you will be required to assist the District authorities as heretofore in keeping up in fair order the public tracks which pass through your estate and in maintaining such schools as already exist

CEYLON.

APPENDIX—Page 229.

Translation of a Treaty between the King of Kandia and the Government of Colombo—24th February 1766

Know all men that their High Mightinesses the illustrious States General of the free United Netherlands and the illustrious and mighty Dutch East India Company on the one part, and His Imperial Majesty the illustrious and powerful Prince and Lord Kirtie Sree Rajah Singha, Emperor, together with the Nobles of the realm and Lords of his Court on the other part, have mutually agreed to put an end to the war existing betwixt both powers, and to conclude a treaty of peace
foundation of a new peace a
mutual advantage, and hereby
both parties, viz, on the part of the illustrious and mighty Company in the name of their High Mightinesses the illustrious States General of the free United Netherlands by the Honourable Iman Willem Falck, Governor and Director, and the Members of the Government of Ceylon, and on the part of His Imperial Majesty the illustrious and most powerful King of Kandia by his Ambassadors Extraordinary the illustrious nobles of the realm and court Dæmbere Ralchamy grand Dessave of Matele, Pilim Salauwelle Ralchamy grand Dessave of Saffiegram and the three Corls, Angammonne Ralchamy, grand Dessave of Oedepallate Miewattere Ralchamy, grand Secretary to the King and Morgamme Mohandiram Ralchamy

ARTICLE 1

Henceforth there shall be an everlasting friendship betwixt the King of Kandia his nobles of the realm, and other subjects on the one part, and their High Mightinesses the States General of the free United Netherlands and the mighty Dutch Company and their inhabitants on the other part

ARTICLE 2

His Imperial Majesty the Emperor of Kandia and the nobles of his court acknowledge the illustrious and mighty States General of the United Netherlands and the powerful Dutch Company as lawful and supreme sovereigns of all the lands they possessed on this island before the present war, viz, the Kingdom of Jaffnapatam with its dependencies and the Wannia provinces the island of Manar with its subordinate provinces from the province of Potulum, Calpentyn and its dependencies, the Dessaveship of Colombo, the district of G
the lands for
the nobles of
lands which they may have formerly had or pretended to have

ARTICLE 3

The King of Kandia and the nobles of the court ceded over and above to the aforesaid Company the sovereignty over all the sea coasts round all the island in so far the Company did not possess them before the present war, viz, on the west side from Cymelly to the districts of Jaffenapatnam and on the east side from where the district of Jaffenapatnam ends as far as the river Waluwe, and these coasts are ceded in the aforesaid manner to the breadth of one Cingales mile in land more or less as the situation of the hills and rivers will permit it

ARTICLE 4

To limit the boundaries of the ceded countries, commissaries shall be appointed by both parties and the measuring shall commence from the high-water mark on the continent not comprehending thereunder the small islands is Navikar, Coriandive, Polindive, etc., and as it is not the Company's intention to enrich itself at the expense of His Majesty's revenues, the Company promise to pay him yearly the same amount as was formerly received from the countries ceded to them, the commissaries who limit the boundaries shall also make the necessary arrangements respecting the revenues

ARTICLE 5

On the other hand the illustrious Company acknowledges the King as the sovereign Prince of the other countries of this island

ARTICLE 6

agreeable to the 3rd Article

ARTICLE 7

Permission will be granted to all the King's servants and subjects to fetch without paying anything for it either to the Company or any other person on their part as much salt as they please from the Leevais and other salt pans to the east, and from Silaun and Putulang on the west.

ARTICLE 8

In the same manner the Company shall be permitted to peel cinnamon in the King's lower countries, viz, the Dessaveship of Saffragum, the three and four Corls, and the seven Corls as far as the hill named Balany

ARTICLE 9

The King shall issue orders for the cinnamon which grows in the high lands eastwards of the Balany Mountain to be peeled by his subjects and delivered alone to the Company at Galle, Colombo, or Matura at the rate of five Pagodas for each bale containing 88lbs. of good fine cinnamon

ARTICLE 10.

The Company shall exclusive of all others receive ivory, pepper, cardamoms, coffee, betelnut, and wax on paying the following rates, viz., for 11b of pepper with 5 staining be part d pure

ARTICLE 11

As the Company never traded here in ivory the price of it is not known, and therefore this article will, in progress of time, be arranged.

ARTICLE 12.

If in process of time the Company shall be in want of any other products from the King's country, the prices will be fixed according to equity.

ARTICLE 13.

Their mutual subjects shall be allowed to trade with each other, for which purpose the inhabitants of Kandia will be permitted to come and go to and from Colombo, Galle, and all other places, and sell and purchase with the same liberties and privileges as the subjects of the Company; in like manner the Company's will be allowed to trade in the King's country, so that both nations in future shall be considered as one and enjoy equal privileges.

ARTICLE 14.

As it is now the interest of both contracting parties that the Company's subjects should be allowed to trade in the King's territory, although it belongs to a Company's subject, shall be forfeited, without any notice thereof being taken, for behoof of the King's treasury; and in the same manner shall be forfeited to the Company all that is seized in their territory, although the property of a King's subject.

ARTICLE 15

If the King shall be in want of any foreign goods the Company will provide His Majesty with them agreeable to the masters if they are to be had.

ARTICLE 16.

On the other hand, the King and the nobles of his court engage to supply the Company at Batticaloe and Trincomalee with such timber as the Company shall want

ARTICLE 17

All persons whether Europeans, Malays, and sepoy's, all deserters either from the European or Native Infantry, and all rebels who have deserted the Company's territory, shall be immediately delivered up, and the guns taken from the Company at Hangewelle and other places shall be returned again to them

ARTICLE 18.

In future the runaway slaves from each party shall be immediately seized and delivered up, and a reward of ten Rix Dollars paid as a gratuity to the person who apprehends and returns them to their masters

ARTICLE 19

In case of any of the Company's subjects commit in the King's territory any depredations or crime meriting corporal punishment, such person shall be seized by the King's people and delivered with the proofs of his crime to the Company who will give speedy satisfaction to the party injured, and the Company shall treat the subjects of His Majesty in the same manner when guilty of any outrage in their territories

ARTICLE 20

In this manner an intimate friendship will be maintained betwixt both powers, and the mighty Company engage to protect His Imperial Majesty and the whole Empire against any foreign force, and in such case the King and his nobles promise to assist the Company to their utmost, either with arms, troops, or coohes, and to continue with them until the enemy shall have been driven out of the island

ARTICLE 21.

His Imperial Majesty and the nobles of his court shall therefore not carry on any correspondence, much less conclude any Treaty, with any other European nation than the Dutch, and they engage to deliver to the Company all foreign Europeans that may come into their country. They shall not enter into any contract, or carry on any correspondence with Native Princes to the prejudice of the mighty Company

ARTICLE 22

On the other hand, the illustrious Company engage on their parts not to conclude any Treaty with foreign powers against or to the prejudice of the King of Kandia

ARTICLE 23.

honour and distinction as become intimate friends and allies: these ceremonies shall be the same on both sides.

ARTICLE 24.

These Articles shall be solemnly observed and fulfilled by both parties, but should it happen contrary to expectation that anything is done by either party not agreeable to these conditions, or if anything is neglected, these Articles of peace and friendship shall not be considered as broken; but on the injured party's preferring a complaint and demanding satisfaction it shall be given within six weeks.

ARTICLE 25.

In witness whereof we have hereunto set our hands and affixed the great seal of the mighty Company, in the castle of Colombo, this 14th day of February 1766.

Company's
Seal.

King's
Seal.

(Sd) I. W. FALCK.
 " T. T. FEUER.
 " D. BURNAT GODT LEON DE COSTE.
 " A. DE LY
 " J. G. VAN ANGELBECK.
 " P. L. SCHMIDT.
 " A. MOENS.
 " T. H. BORWATER.

(Sd in Cingalese) SIRILANKA DEESWEREE SREE.
 " KIRTIE SREE RAJAH SINGHA.



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